

<p>Page 106 12:36:47</p> <p>1 BY MR. STEWART:</p> <p>2 Q. "Ethypharm wants to stop doing the</p> <p>3 logistics on the purchases of excipients for the</p> <p>4 manufacturer of Omeprazol in Spain."</p> <p>5 What does this sentence -- what do you 12:37:07</p> <p>6 understand is -- is meant by this sentence?</p> <p>7 A. We were purchasing the excipients, and</p> <p>8 for practical reasons, it was simpler that Belmac</p> <p>9 do it.</p> <p>10 Q. The second sentence says, "It is 12:37:44</p> <p>11 proposing that Belmac invoice it for its Belmac's</p> <p>12 manufacturing costs, as presently, plus, the</p> <p>13 purchase of excipients."</p> <p>14 What did you understand was meant by</p> <p>15 that sentence? 12:38:13</p> <p>16 A. The same thing as for the first one. It</p> <p>17 means exactly the same thing.</p> <p>18 MR. BOSTWICK: And I would just make a</p> <p>19 tran -- a suggestion for the translator.</p> <p>20 There's already a direct French thing, 12:38:22</p> <p>21 so I don't think you should translate the rough</p> <p>22 version back to --</p>	<p>Page 108 12:39:23</p> <p>1 Correct?</p> <p>2 A. (In English) Mm-hmm.</p> <p>3 Q. And the last sentence, "They do not want</p> <p>4 to use the Active Principal coming -- then there's</p> <p>5 a bracket, P.A., bracket coming from India for 12:39:39</p> <p>6 marketing reasons."</p> <p>7 A. Marketing reasons were those of Belmac.</p> <p>8 Q. Okay. Do you understand what is meant</p> <p>9 by the term active -- is the term "active</p> <p>10 principal," is that -- is that the proper 12:39:58</p> <p>11 translation?</p> <p>12 A. Yes.</p> <p>13 MR. BOSTWICK: Wait.</p> <p>14 BY MR. STEWART:</p> <p>15 Q. Does that also refer to as the active 12:40:05</p> <p>16 pharmaceutical ingredient?</p> <p>17 A. It's the raw material before the</p> <p>18 processing.</p> <p>19 Q. Well, can --</p> <p>20 MR. BOSTWICK: Make sure you give time 12:40:20</p> <p>21 for the translation. We seem to be switching. I</p> <p>22 think you're speaking in French and he's speaking</p>
<p>Page 107 12:38:30</p> <p>1 THE INTERPRETER: I think this way you</p> <p>2 can make sure that, you know, in the translation --</p> <p>3 in the translation we can make sure that the</p> <p>4 translation has been correct.</p> <p>5 MR. STEWART: That's fine, right. 12:38:37</p> <p>6 MR. BOSTWICK: Right. Just read the</p> <p>7 French --</p> <p>8 THE INTERPRETER: Yeah.</p> <p>9 MR. BOSTWICK: -- directly, yeah.</p> <p>10 BY MR. STEWART: 12:38:45</p> <p>11 Q. And the third sentence says, "Ethypharm</p> <p>12 invoices the finished product to Belmac as</p> <p>13 presently."</p> <p>14 Okay. What does that mean?</p> <p>15 A. I don't know what it means. 12:39:01</p> <p>16 Q. Do you know what finished product is</p> <p>17 being referred to?</p> <p>18 A. I don't know if it's the package for it</p> <p>19 or, no, for me, it's not . . .</p> <p>20 (In English) I don't know. I don't 12:39:18</p> <p>21 know.</p> <p>22 Q. Okay. And then Belmac had a proposal.</p>	<p>Page 109 12:40:29</p> <p>1 in English.</p> <p>2 THE INTERPRETER: It's the origin.</p> <p>3 MR. BOSTWICK: And that answers, yeah --</p> <p>4 for the court reporter.</p> <p>5 BY MR. STEWART: 12:40:37</p> <p>6 Q. Did you have any discussions with either</p> <p>7 Mr. Liorzou or Mr. de Basilio regarding the</p> <p>8 discussions that they were having?</p> <p>9 MR. BOSTWICK: Objection. Time frame.</p> <p>10 MR. STEWART: Both. Either before or 12:41:01</p> <p>11 after.</p> <p>12 THE WITNESS: Before I imagine that we</p> <p>13 just had a -- had a briefing like we always do</p> <p>14 before we receive people. During, no, because we</p> <p>15 were all in the same room, in the same group. And 12:41:26</p> <p>16 after, most likely, I mean, I'm -- I'm not sure</p> <p>17 that our group told them what we had discussed, but</p> <p>18 I'm sure that they had to tell us what they had</p> <p>19 done.</p> <p>20 BY MR. STEWART: 12:41:53</p> <p>21 Q. What conclusions were reached with</p> <p>22 respect to the group, that with respect to the</p>

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<p>1 operational group, Liorzou, de Basilio, and 2 Herrera? 3 MR. BOSTWICK: Objection. Foundation 4 and vague. 5 THE WITNESS: I don't know what 6 conclusions, but I remember that we, with Murphy, 7 thought that things were -- 8 MR. STEWART: Okay, so -- 9 THE WITNESS: -- were finding things 10 simple. 11 BY MR. STEWART: 12 Q. Wait a minute. Wait a minute. So you 13 do not know what conclusions were reached with 14 respect to the meeting that was held with Liorzou, 15 de Basilio, and Herrera; is that right? 16 A. That exchanged the point of views to 17 change how to work locally but that's all. 18 Q. Okay. And what conclusions were 19 reached, if any, arising out of the meeting that 20 you had with Murphy and Germain? 21 A. Frankly, I think we had come, again, to 22 a clear strategy decision. We needed to have a</p>	<p>Page 110 12:42:03 1 translation, "It was agreed that Ethypharm send a 2 draft contract to Belmac, paren, GC, paren, before 3 mid-December." 4 A. I think -- I think it is GL. I think it 5 says me. 6 Q. Ah. Okay. GL. 7 So what does this sentence mean to you? 8 What do you understand by this sentence? 9 A. It means that since things were not 10 moving, I propose to send again the text to be 11 reviewed in a -- in a reasonably quick time frame. 12 Q. So that -- 13 A. (In English) I'm taking care of what 14 happened in the last -- 15 (Through the Interpreter) I'm taking 16 care of what had happened previously, avoiding what 17 had happened previously. 18 Q. All right. So that you were -- you were 19 going to undertake -- 20 A. (In English) Right. 21 Q. -- to send -- 22 A. (In English) Right.</p>
<p>1 clear oral agreement in manufacturing in Spain, who 2 owned what in this operation. He's very lucky that 3 we discussed the quantities that were rising a lot 4 at that time so -- 5 (Interrupted Translation.) 6 Q. Quantities of what? 7 A. A little bit of everything but mostly 8 about Belmac, and the other products too. And then 9 we had problems with Aspirine at a certain time, 10 capacity, and clearly to have an overall agreement 11 that would cover all the little individual 12 agreements that had been made that where -- that 13 were made so that things would be working but that 14 was not sufficient for the other group to cover the 15 liability of both groups. 16 (In English) Sorry. 17 THE INTERPRETER: He said, Sorry, I was 18 long, so long that ... 19 BY MR. STEWART: 20 Q. Turn to the -- turn to the text of the 21 meeting with yourself, Murphy, and Germain. 22 The first sentence says in my</p>	<p>Page 111 12:43:43 1 Q. -- a draft contract -- 2 A. (In English) Mm-hmm. 3 Q. -- to Belmac -- 4 A. (In English) Right. 5 Q. -- before mid-December? 6 A. (In English) Right. 7 (Through the Interpreter) And I think it 8 was in December, perhaps later, maybe three or four 9 months -- 10 Q. June -- 11 A. -- later. 12 Q. -- June or so of 2001? 13 THE COURT REPORTER: This proceeding 14 needs to be more controlled. Because you're asking 15 him a question, and he's answering, and he's not 16 translating. 17 MR. STEWART: Yeah. 18 MR. BOSTWICK: And the other thing I 19 noticed, every once in a while, if I may, is that 20 you'll give a longer answer, and you'll start with 21 the translation, and you'll interrupt -- 22 MR. STEWART: I know.</p>

29 (Pages 110 to 113)

<p>1 MR. BOSTWICK: -- the translation and 2 then ask another question, because you don't like 3 it, but we're not getting the full -- 4 MR. STEWART: Right. 5 MR. BOSTWICK: -- answer. 12:47:54 6 MR. STEWART: Well, it's not that I 7 don't like it. 8 MR. BOSTWICK: It's just something that 9 pops into your head. 10 MR. STEWART: It's something that pops 12:48:02 11 into my head, okay. 12 MR. BOSTWICK: But if you can all -- 13 THE INTERPRETER: Okay. 14 MR. BOSTWICK: -- if you were a little 15 shorter. 12:48:05 16 MR. STEWART: I think we better have 17 that last answer back then. 18 (Whereupon, the court reporter read back 19 the previous answer.) 20 MR. BOSTWICK: Yes. 11:47:24 21 THE WITNESS: (In French) Oui. 22</p>	<p>Page 114 12:47:49 1 Ethypharm's know-how; is that right? 12:50:49 2 MR. BOSTWICK: Objection to form and -- 3 THE WITNESS: That's very partial. 4 BY MR. STEWART: 5 Q. Well, what's the rest of it then? 12:51:14 6 A. To have the general agreement that had 7 been discussed several times. And for me, I had 8 been definitely accepted by Jim Murphy on the -- on 9 the principle. And not always talked with the 10 principle but to go ahead and sign it. 12:51:44 11 MR. STEWART: Okay. I'm told by our 12 videographer that we have only a few moments, so 13 why don't we go off the record. 14 THE VIDEOGRAPHER: This ends tape number 15 two of the Leduc deposition. 12:51:58 16 The time is 12:51:49. Off the record. 17 (Whereupon, at 12:51:49 a.m., a luncheon 18 recess was taken, and the proceedings resumed at 19 13:47:27 p.m., this same day.) 20 21 22</p>
<p>1 BY MR. STEWART: 12:48:40 2 Q. Okay. Turn, please, to the second 3 sentence. "Belmac is Ethypharm's licensee for 4 Spain regardless of the formula used." 5 A. That's what Murphy suggested and it 12:49:05 6 seemed clearer to me like this. 7 Q. What was the significance of that 8 statement? 9 A. It meant that they were our licensee and 10 it was clearer about who owned what. And then that 12:49:29 11 we agreed to give them the specification that had 12 been made for the manufacturing and also the -- 13 yeah, for the technical filing of the department 14 for the administrators. 15 Q. Who had agreed to give who the technical 12:50:08 16 specification? 17 A. We accepted to say that if you want the 18 acquiesce formula, if you are our licensee, it's 19 okay. 20 Q. Okay. So Ethypharm was prepared to 12:50:28 21 provide the acquiesce formula to Belmac provided 22 that Belmac agreed that it was Ethypharm's -- was</p>	<p>Page 117 12:52:04 1 AFTERNOON PROCEEDINGS 12:52:04 2 [13:47:27] 3 THE VIDEOGRAPHER: On the record with 4 tape number three of the testimony of Gérard Leduc 5 in the matter of Ethypharm versus Bentley 13:47:31 6 Pharmaceuticals. The date is July 15, 2006. The 7 time is 13:47:27. 8 MR. STEWART: And actually, maybe I'll 9 just do this right now. 10 Whereupon, 11 GÉRARD LEDUC 12 Resumed as a witness and, having previously been 13 duly sworn, was examined and testified as follows: 14 BY MR. STEWART: 15 Q. Mr. Leduc, I'm going to come back to 13:47:56 16 the -- the other meetings that you had with 17 Mr. Murphy. But for now, I want to ask you some 18 questions about some drafts of agreements between 19 Ethypharm Spain and Laboratoires Belmac. 20 MR. STEWART: If we may have the next 13:48:31 21 exhibit marked, please. 22 This is a cover fax from Javier Santos</p>

30 (Pages 114 to 117)

<p>1 and a Memorandum of Understanding. Page 118 13:48:37</p> <p>2 MR. BOSTWICK: And this is Exhibit 11, I</p> <p>3 understand.</p> <p>4 THE COURT REPORTER: (Nodded</p> <p>5 affirmatively.) 13:49:01</p> <p>6 (Leduc Deposition Exhibit No. 11 was</p> <p>7 marked for Identification.)</p> <p>8 BY MR. STEWART:</p> <p>9 Q. Mr. Leduc, have you seen what we have</p> <p>10 marked as Exhibit 11 as far as today? 13:49:30</p> <p>11 A. Let me take a look at the documents.</p> <p>12 Q. Sure.</p> <p>13 (Witness reviews document.)</p> <p>14 A. No.</p> <p>15 Q. He's not? 13:50:50</p> <p>16 A. No.</p> <p>17 Q. Turn, if you would, just for a moment,</p> <p>18 to page 009083. And I'm directing your attention</p> <p>19 to the first paragraph of the memorandum of</p> <p>20 understanding. 13:51:17</p> <p>21 MR. BOSTWICK: The draft?</p> <p>22 MR. STEWART: The draft, that's correct.</p>	<p>Page 120 13:53:43</p> <p>1 draft obviously prepared by Belmac. And I'm not</p> <p>2 surprised that this kind of detail would have been</p> <p>3 prepared. It's clear that what I discussed with</p> <p>4 Murphy I discussed with the group.</p> <p>5 BY MR. STEWART: 13:54:05</p> <p>6 Q. Why are you not surprised that this</p> <p>7 document prepared, that you believed to be prepared</p> <p>8 by Belmac, was prepared with this kind of detail?</p> <p>9 A. Because the property already had a</p> <p>10 strategy that was to try to focus everything on 13:54:40</p> <p>11 Spain and not at the group level. But for me, that</p> <p>12 doesn't change anything.</p> <p>13 At the time, I wouldn't have been</p> <p>14 surprised because it happened to me to sign</p> <p>15 contracts locally. Mainly when you -- when you 13:55:10</p> <p>16 draft -- when you do drafts, sometimes you don't</p> <p>17 put everything in there.</p> <p>18 Q. Is it fair to say that -- let me</p> <p>19 withdraw that.</p> <p>20 Do I understand your testimony to be 13:55:39</p> <p>21 that you were aware that Jim Murphy had some type</p> <p>22 of position in Laboratorious Belmac similar to</p>
<p>Page 119 13:51:26</p> <p>1 BY MR. STEWART:</p> <p>2 Q. And I'm going to read the first</p> <p>3 paragraph.</p> <p>4 Mr. James R. Murphy on behalf and in</p> <p>5 representation of Laboratorious Belmac, S.A., 13:51:36</p> <p>6 hereinafter refer to as, quote, Belmac, end quote,</p> <p>7 with corporate domicile at Paseo de la Castellana,</p> <p>8 28046 Madrid; he uses the faculties and powers</p> <p>9 granted to him as Executive Director of Belmac.</p> <p>10 Were you aware that Mr. Murphy was the 13:52:31</p> <p>11 executive director of Belmac, at least as of March</p> <p>12 of 1995?</p> <p>13 MR. BOSTWICK: I'll object just because</p> <p>14 he said he hasn't seen this document.</p> <p>15 MR. STEWART: I understand. 13:52:50</p> <p>16 THE WITNESS: No, there was no doubt for</p> <p>17 me that there was something in the Spanish -- just</p> <p>18 like I am administrator of some subsidiaries, but I</p> <p>19 don't think that changes anything. Actually, I'm</p> <p>20 sure it doesn't change anything. 13:53:30</p> <p>21 What I was discussing with Murphy, I was</p> <p>22 talking to Murphy Bentley. In addition, this is a</p>	<p>Page 121 13:56:10</p> <p>1 your position in an Ethypharm subsidiary?</p> <p>2 A. Yes. But that was not the point I was</p> <p>3 considering, once again.</p> <p>4 Q. I only want --</p> <p>5 A. I was talking with Murphy. For me, 13:56:32</p> <p>6 there was no doubt.</p> <p>7 Q. All right. But it is so that you</p> <p>8 understood that Jim Murphy had a position in</p> <p>9 Laboratorious Belmac?</p> <p>10 A. My conclusion is so what. 13:56:52</p> <p>11 Q. Okay. You mentioned that you believed</p> <p>12 that this document with Jim Murphy appearing on</p> <p>13 behalf of Laboratorious Belmac was part of his</p> <p>14 strategy.</p> <p>15 A. No. 13:57:29</p> <p>16 MR. BOSTWICK: I'll object to form and</p> <p>17 mischaracterization.</p> <p>18 THE WITNESS: No. I said simply if this</p> <p>19 document had been prepared normally, as if -- as it</p> <p>20 is indicated below for Spain and for France, it 13:57:55</p> <p>21 would have been normal that even in a draft you put</p> <p>22 both also, the first line.</p>

31 (Pages 118 to 121)

<p>1 Now to say that it was an intention, I 2 don't see that because I don't know that at all. 3 But it's just simply a fact. 4 BY MR. STEWART: 5 Q. What -- what do you mean put both? 6 A. Bentley. 7 MR. STEWART: May I have Mr. Leduc's 8 answer back, please, not just -- not this last 9 answer but the answer just prior to my follow-up. 10 (Whereupon, the court reporter read back 11 the previous answer.) 12 THE WITNESS: If you try to plan a major 13 agreement for your company, and that was a major 14 agreement, how, being president of one of the two 15 groups, how can you ask not to make sure that the 16 board of director of the mother company accepts the 17 condition for the subsidiary. 18 For me, it's so obvious that I don't 19 even ask the question. But I understand that the 20 question is posed to me. 21 BY MR. STEWART: 22 Q. So is it your -- is it your position</p>	<p>Page 122 13:58:13 1 see the price for leases that has been made from 2 time to time concerning specifically Omeprazole, I 3 understood that the main assets, Bentley's assets, 4 were of the Spanish subsidiary. Therefore, 5 Omeprazole represented a lot for them. 6 Q. And did you have that understanding 7 in -- in the year 2000? 8 A. That was also as Murphy explained. 9 Q. Did you have that understanding in the 10 period 1995 to 2000? 11 A. That was not our problem. We -- we 12 needed to -- to have some manufacturing in Spain so 13 I was not looking at what Belmac presented for 14 Bentley. It was interesting for the group. 15 And, frankly, at the beginning there was 16 also friends, there were things, that the 17 communication that alerted me, there were those 18 that mentioned we are making Omeprazole without 19 mentioning any agreement. 20 Q. Okay. Just so that I have it, though, 21 for the time period in question, was it your 22 understanding that in 2002 Laboratorious Belmac</p>
<p>1 that a major agreement that involved a parent 2 corporation would -- you would expect that the 3 parent corporation would also be part of the 4 agreement in addition to a subsidiary? 5 A. It's the case there, since we had an 6 agreement with Murphy/Bentley, a clear verbal 7 agreement, he wanted to do things. It would have 8 been normal that a draft had both, but it's so 9 important for me. That's how they are made in the 10 group and the group is that both are there. I 11 don't have a concern. It's so obvious that I don't 12 see what the problem is. 13 Q. Okay. 14 A. I would add that when we have a 15 subsidiary, which will present 80 percent of the 16 group's operations, how could one think that 17 there's not first the agreement of the mother 18 subcompany. 19 Q. The -- is it your understanding that at 20 certain times Laboratorious Belmac accounted for 21 80 percent of the revenues of Bentley? 22 A. I'm not sure of the figure. But when I</p>	<p>Page 123 14:00:08 1 accounted for a substantial, in the 80 percent 2 area, part of Bentley's revenues? 3 A. My answer is in the revenues I don't 4 know, but in assets, yes. 5 Q. Okay. 6 MR. STEWART: Can I have marked as the 7 next exhibit a fax cover sheet from Jim Murphy to 8 Patrice Debrégeas with an attached agreement. 9 It's Exhibit 12? 10 THE COURT REPORTER: (Nodded 11 affirmatively.) 12 MR. STEWART: Okay. 13 (Leduc Deposition Exhibit No. 12 was 14 marked for Identification.) 15 BY MR. STEWART: 16 Q. And my question, Mr. Leduc, is have you 17 seen Exhibit 12 before, that is the fax from Jim 18 Murphy to Patrice Debrégeas and the attached 19 agreement? 20 (Witness reviews document.) 21 A. I cannot be sure that I saw it. 22 Q. Okay.</p>

32 (Pages 122 to 125)



<p>Page 126</p> <p>1 A. My question is the changes, is that Jim 2 who made them?</p> <p>3 Q. One of the wonderful things about 4 American procedure is that the lawyer gets to ask 5 the questions mostly. But the answer to your 6 question for this one time is: I don't know.</p> <p>7 A. I know.</p> <p>8 Q. Oh, good. I was going to ask you.</p> <p>9 A. It was a quotation that comes from RG in 10 '95 -- or RJ, I'm sorry, in '95.</p> <p>11 Q. Ah. Where do you see that?</p> <p>12 A. (In English) On every page, every page 13 at the top.</p> <p>14 MR. BOSTWICK: Yeah, if you could --</p> <p>15 THE WITNESS: (Through the Interpreter) 16 Every page at the top.</p> <p>17 MR. STEWART: Every -- every page at the 18 top?</p> <p>19 THE INTERPRETER: (Indicating.)</p> <p>20 MR. STEWART: Oh, I see. RJ. Okay.</p> <p>21 BY MR. STEWART:</p> <p>22 Q. Now are you --</p> <p>Page 127</p> <p>1 MR. BOSTWICK: Where? I'm sorry.</p> <p>2 MR. STEWART: Would you -- would you --</p> <p>3 MR. BOSTWICK: Oh.</p> <p>4 THE INTERPRETER: Small print at the 5 top, the top left.</p> <p>6 BY MR. STEWART:</p> <p>7 Q. This is typewritten print at the top 8 left?</p> <p>9 A. Yes.</p> <p>10 Q. And you read that as RJ?</p> <p>11 A. Yes.</p> <p>12 Q. And RG -- or RJ is Roseline Joannesse?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. And who was Roseline Joannesse?</p> <p>15 A. She's a legal director.</p> <p>16 Q. And from this, do you have a -- do you 17 have an opinion as to who was responsible for the 18 typewritten draft of this document?</p> <p>19 A. Yes, yes, of course.</p> <p>20 Q. And who?</p> <p>21 A. Roseline Joannesse?</p> <p>22 Q. On behalf of Ethypharm?</p>	<p>Page 128</p> <p>1 A. Yes. Some she sent to the Spanish 2 subsidiary and to us to give the -- to give Belmac 3 in Spain as a follow up to what we had discussed 4 with Jim Murphy and Jim Bentley as --</p> <p>5 MR. STEWART: Jim Murphy you mean?</p> <p>6 THE INTERPRETER: Jim Murphy as Bentley.</p> <p>7 THE WITNESS: The contract had -- the 8 contract had to be executed to subsidiaries. And 9 like I said this morning, we had to wait on the 10 music and somebody had to play it. And the actors 11 who had to play were the Spanish people.</p> <p>12 MR. BOSTWICK: Can we --</p> <p>13 THE WITNESS: And, therefore, I assume 14 that what is handwritten is by Jim Murphy's hand 15 but I'm not sure either.</p> <p>16 BY MR. STEWART:</p> <p>17 Q. All right. Referring --</p> <p>18 MR. BOSTWICK: Can I just ask one 19 question to make sure our privilege is protected 20 here? I'm perfectly certain -- can I simply ask.</p> <p>21 Do you think this is Roseline 22 Joannesse's -- you don't think that this is</p> <p>Page 129</p> <p>1 Roseline Joannesse's handwriting?</p> <p>2 THE WITNESS: (In English) I'm sure.</p> <p>3 I know that I think -- but, yeah.</p> <p>4 MR. BOSTWICK: Okay, okay.</p> <p>5 MR. STEWART: That's fine.</p> <p>6 MR. BOSTWICK: Thank you.</p> <p>7 MR. STEWART: All right.</p> <p>8 THE INTERPRETER: Remember to speak 9 French.</p> <p>10 MR. BOSTWICK: Okay, thank you.</p> <p>11 MR. STEWART: Very good, very good.</p> <p>12 BY MR. STEWART:</p> <p>13 Q. Turning to the -- to -- not to the note, 14 not to the handwritten notes but to the typewritten 15 portion of the agreement.</p> <p>16 So the paragraph or the phrase on 17 page 9009, the first page of the agreement, the 18 phrase that reads Laboratorious Belmac S.A. with 19 corporate domicile at the address that is written, 20 hereinafter call Belmac represented by its 21 executive director Mr. James L. Murphy, that was 22 drafted by Roseline Joannesse. Correct?</p>
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<p>1 A. Yes. Page 130 14:13:03</p> <p>2 Q. She was the composer of that particular</p> <p>3 line of music; is that right?</p> <p>4 A. She was exhibiting the music. She had</p> <p>5 not composed. 14:13:19</p> <p>6 Q. All right. I have to get those -- that</p> <p>7 analogy straight.</p> <p>8 A. We can go back to much simpler things if</p> <p>9 she has trouble following the music.</p> <p>10 Q. Okay. The -- did Roseline Joannesse 14:13:34</p> <p>11 report to you?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. Where was her office in</p> <p>14 connection with -- in proximity to yours?</p> <p>15 A. As far as I can remember at the time, 14:14:02</p> <p>16 probably she had to change a floor and walk</p> <p>17 probably 20 meters to go from her office to the</p> <p>18 stairs and then 20 meters to go to from the stairs</p> <p>19 to my office.</p> <p>20 Q. She was in the same city as you. Yes? 14:14:27</p> <p>21 A. To work?</p> <p>22 Q. Yes.</p>	<p>1 notes with Belmac Bates No. 006371. That's Page 132 14:16:21</p> <p>2 Exhibit 14.</p> <p>3 (Leduc Deposition Exhibit No. 14 was</p> <p>4 marked for Identification.)</p> <p>5 MR. STEWART: And then two more 14:16:49</p> <p>6 exhibits. Another draft of a contract at this time</p> <p>7 with Belmac. The very first page is Belmac 006372.</p> <p>8 Exhibit 15.</p> <p>9 (Leduc Deposition Exhibit No. 15 was</p> <p>10 marked for Identification.) 14:17:12</p> <p>11 MR. STEWART: And finally, another -- a</p> <p>12 third draft of the agreement. This is -- has</p> <p>13 Belmac Bates No. 006389.</p> <p>14 (Leduc Deposition Exhibit No. 16 was</p> <p>15 marked for Identification.) 14:17:26</p> <p>16 BY MR. STEWART:</p> <p>17 Q. Okay. Mr. Leduc, I have very few</p> <p>18 questions to ask you about these documents. So I</p> <p>19 would like to ask you my question. And then if you</p> <p>20 need time to review them, review the document 14:18:13</p> <p>21 thoroughly to answer it, by all means take that</p> <p>22 time.</p>
<p>1 A. (In English) Saint Cloud. Page 131 14:14:36</p> <p>2 Q. She was in the same building?</p> <p>3 A. In Saint Cloud.</p> <p>4 Q. So she's in the same room?</p> <p>5 A. Absolutely. 14:14:40</p> <p>6 Q. Thank you.</p> <p>7 MR. STEWART: All right. Let's mark the</p> <p>8 exhibit. Let's skip over this for a minute.</p> <p>9 MR. MINGOLLA: Okay.</p> <p>10 MR. STEWART: To mark as the next 14:15:04</p> <p>11 exhibit, a draft agreement with Bates</p> <p>12 No. BEL006381.</p> <p>13 THE WITNESS: Can I make simply a small</p> <p>14 comment that amuses me a lot?</p> <p>15 I see that if it's true that it's by the 14:15:20</p> <p>16 hand of Jim Murphy, on pages 16 and 17 that I just</p> <p>17 read quickly, he suppressed the exclusivity clause</p> <p>18 and the noncompetition clause. It's amusing.</p> <p>19 (Leduc Deposition Exhibit No. 13 was</p> <p>20 marked for Identification.) 14:15:42</p> <p>21 MR. STEWART: And I'd like to have</p> <p>22 marked as the next exhibit a set of handwritten</p>	<p>1 The first question, though, pertains to Page 133 14:18:25</p> <p>2 Exhibit 14. Do you recognize the handwriting?</p> <p>3 MR. BOSTWICK: I'm sorry, which --</p> <p>4 which?</p> <p>5 THE WITNESS: No. 14:18:37</p> <p>6 MR. STEWART: It's the handwritten note.</p> <p>7 MR. BOSTWICK: Okay, thank you.</p> <p>8 THE WITNESS: No.</p> <p>9 BY MR. STEWART:</p> <p>10 Q. And then the next question applies to 14:18:45</p> <p>11 Exhibits 13, 15, and 16. And have you seen these</p> <p>12 documents before today?</p> <p>13 A. No, I don't believe so. In addition, I</p> <p>14 indicated during the preamble that contracts in</p> <p>15 Spanish, since I don't speak Spanish, these are 14:19:20</p> <p>16 manufacturing contracts so I think this was seen</p> <p>17 directly by Dubois or Zalma (phonetic), but</p> <p>18 typically them but not by me.</p> <p>19 Q. Roseline Joannesse is fluent in Spanish;</p> <p>20 is that right? 14:19:45</p> <p>21 A. She speaks Spanish well, yes.</p> <p>22 Q. Would Roseline typically be involved in</p>

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<p>1 preparing or assisting in the preparation of 2 manufacturing contracts in Spanish? 3 A. She would make the contracts in Spanish 4 but I think she would be able to be a liaison for 5 discussions and at least with Patrice Debrégeas, 6 since that was his responsibility. 7 Q. I'm sorry. Did you say that she would 8 be able to draft the contracts in Spanish or would 9 not be? 10 A. It was not customary. 11 Q. Okay. Are you able to tell who prepared 12 the drafts, Exhibits 13, 15, and 16? 13 A. (In English) No. 14 (Through the Interpreter) No. 15 Q. Okay. Were you involved in any way in 16 attempting to get a signed manufacturing agreement 17 in 1997? 18 A. What I was involved in was to define 19 something broader and manufacturing contracts and 20 many agreements and like confidentially to the 21 agreements concerning particular products. There 22 was no reason that it would come to me. And this</p>	<p>Page 134 14:19:54           14:20:27    14:20:44    14:21:10    14:21:54</p>	<p>1 is a partial doc -- is a partial draft agreement? 2 A. I don't have to believe. I know what -- 3 what it was discussing with Murphy was something 4 that would cover everything. 5 Q. Okay. 6 A. And not only manufacturing. 7 Q. All right. So just so I -- so I 8 understand where we are here. The draft 9 agreements, Exhibits 13, 15, and 16 were 10 manufacturing agreements but they did not cover 11 everything that was at issue; is that fair? 12 A. It's correct but it's not complete. 13 Q. Okay. Please. 14 A. What I mean is that I did not -- I 15 didn't have to enter into this kind of detail 16 because my position was not this. It was normal 17 that I wouldn't see it and that's why I answered it 18 very clearly that -- very clearly that I didn't 19 think I saw them at any moment. 20 Q. All right. Now what were the -- what 21 was the nature of the agreement that you were 22 focusing on and that you wanted to get signed?</p>	<p>Page 136 14:23:40           14:23:58    14:24:24    14:24:50    14:25:12</p>
<p>1 is a contract that doesn't cover everything. 2 Q. This agreement meaning which -- which 3 number? 4 A. When I see some contracts that have been 5 translated to English, I try to see a little bit 6 what was in them. These are partial contracts. 7 This is not what we were discussing as a 8 general level with Murphy and this strategy, and 9 these are contracts that rule the relationship 10 between the two subsidiaries. It's clear it's a 11 very partial contract. 12 (Interrupted translation.) 13 Q. Well, let me -- when you say the -- the 14 translation is a partial translation simply to save 15 time but -- 16 A. But in this case, is it partial? 17 MR. BOSTWICK: He's pointing to an 18 exhibit. Why don't we at least -- 15, okay. 19 BY MR. STEWART: 20 Q. What exhibit are you pointing to? 21 A. Exhibit 15. 22 Q. Okay. And you believe that Exhibit 15</p>	<p>Page 135 14:22:07    14:22:24    14:22:56    14:23:15    14:23:34</p>	<p>1 MR. BOSTWICK: Objection. Vague. Time 2 period. 3 BY MR. STEWART: 4 Q. Well, the time period I'll put it as the 5 two -- from the period 1997, say, March of 1997 6 through 2002. 7 A. We used a period of time with respect to 8 my preoccupation. My prohibition was since 1992. 9 Q. Okay. Then fine. Since 1992 to 2002. 10 A. To have a manufacturing agreement -- a 11 manufacturing agreement with the Spanish 12 individually or any plant in Spain that would be a 13 pharmaceutical laboratory with as an initial -- an 14 initial condition that we would transfer all the 15 elements that would allow this plant to 16 manufacturer; that this plant would accept, since 17 it was the case, to say that all the elements were 18 not theirs, but they were Ethypharm's elements; 19 that they were also committing not to use them on 20 behalf of third parties or on their own behalf or 21 to manufacturer products with the -- with the 22 different active principles but with the same</p>	<p>Page 137 14:25:28    14:25:33    14:26:16    14:26:37    14:27:14</p>

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<p>1 for several years. And I would like, first, to  2 solve the problems before seeking other problems.  3 Q. What did he say?  4 A. That he was going to continue  5 discussions with Pierre Germain to try to -- to try  6 to define further the proposal because I thought it  7 was a little vague too.  8 Q. Okay. Okay.  9 MR. STEWART: Let me have marked as the  10 next exhibit a Confidentiality and Nondisclosure  11 Agreement.  12 Seventeen?  13 THE COURT REPORTER: (Nodded  14 affirmatively.)  15 (Leduc Deposition Exhibit No. 17 was  16 marked for Identification.)  17 THE WITNESS: That, I know.  18 BY MR. STEWART:  19 Q. And would you tell us what Exhibit 17  20 is. It's an agreement for technology for  21 enhancement of absorption, which could cover  22 several products, including a new formulation for</p>	<p>Page 142  14:35:43          14:36:16       14:37:00       14:37:22       14:37:34</p>	<p>1 proprietary information relating to the affairs of  2 each Company with respect to enhancement of  3 absorption and permeation of drugs through  4 biological membranes and only for the purpose of  5 contemplation some form of business relationship."  6 Does this paragraph, that I have just  7 read, summarize the purpose of the confidentiality  8 agreement regarding exchange of information?  9 A. Yes.  10 Q. Okay. Does this agreement -- did this  11 agreement have anything to do with the manufacture  12 of Omeprazole?  13 A. Directly, no. But for the future, yes,  14 because it could include formula changes, which  15 was -- which were planned in the acquiesce -- the  16 acquiesce form notably. The only question I ask  17 myself, when looking at this, is to know whether  18 this, the -- the -- mentioning the membranes could  19 cover also the technology of Bentley's transdermal  20 technology. And I don't have an answer.  21 Q. Let's see.  22 A. For me, this corresponds mostly to the</p>	<p>Page 144  14:40:12          14:40:41       14:41:15       14:41:45       14:42:27</p>
<p>1 Omeprazole, Fenofibrate. And certainly, also  2 products like Itraconazole. And again, we had  3 obtained registrations in other territories and  4 including those in fabricating and manufacturing,  5 and I still did not have a general agreement --  6 Q. Okay.  7 A. -- specifically.  8 Q. The confidentiality, can we agree that  9 this is a confidentiality and nondisclosure  10 agreement?  11 A. Quite.  12 Q. And it was signed by you, Gérard Leduc  13 on behalf of Ethypharm France. Yes?  14 A. Yes.  15 Q. And it was signed by Jim Murphy on  16 behalf of Bentley Pharmaceuticals, Inc. Correct?  17 A. Yes.  18 Q. And is the -- the -- I'm going to read  19 the second paragraph.  20 "Whereas, Bentley and Ethypharm agree  21 each to allow the other access to certain  22 confidential information, trade secrets or</p>	<p>Page 143  14:38:24       14:38:57       14:39:15       14:39:35       14:39:53</p>	<p>1 period where we had the acquiesce technology and  2 that could go to Omeprazole.  3 Q. The third -- the fourth paragraph says,  4 "The confidential information transmitted will be  5 listed by the disclosing party in a letter  6 accompanying said information."  7 Was such a letter ever written?  8 A. Likely, yes, but it's impossible to tell  9 if it was really the case and certainly don't have  10 the memory that allows me -- that allows me to --  11 to tell --  12 Q. Okay.  13 A. -- to tell what was done.  14 Q. Do you have in mind a list of  15 confidential information that applied to this  16 agreement?  17 A. No.  18 Q. Okay. Did this agreement, in your mind,  19 apply to a future business relationship or did it  20 apply to the existing relationship between  21 Ethypharm and Bentley's subsidiary Laboratorious  22 Belmac?</p>	<p>Page 145  14:42:55       14:43:13       14:43:48       14:44:03       14:44:29</p>

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<p>1 A. When you sign a confident -- a secrecy 2 agreement, it's generally for information that you 3 will give in the future. But also, generally, it's 4 for something that follows something that is 5 ongoing. And simply, as it evolves, other 6 informations -- other information comes, and when 7 you don't have a general agreement, you are forced 8 to have individual agreements. 9 Q. Okay. And at this time -- 10 A. There are -- there are many secrecy 11 agreements. 12 MR. STEWART: I'm sorry, there are many? 13 THE INTERPRETER: There are many secrecy 14 agreements. 15 BY MR. STEWART: 16 Q. You said secrecy agreements? 17 A. Yeah. 18 Q. At this time, February of 2000, you did 19 not have a general agreement; is that right? 20 MR. BOSTWICK: Objection. Vague. 21 THE WITNESS: Signed, no. But the 22 agreement, in principle, with Jim Murphy was clear.</p>	<p>Page 146 14:44:58           14:45:19       14:45:45       14:45:52       14:46:03       14:46:03</p> <p>1 A. Yes. 2 Q. Can you tell us the circumstances as to 3 how it was that this document came in to -- in to 4 being? 5 A. Precisely, maybe not. What I know is 6 that there was a secrecy agreement proposal that 7 was made and that obviously I've changed some 8 points, that the following pages with some changes 9 that I wanted to have. 10 The decision I'll remember, if I took 11 part in the discussions, but all I knew is that I 12 wanted this to be very clear, but there were items 13 and some points to be changed. And I must have 14 made some changes that I would have to find in my 15 memory, which is not very easy. 16 Q. Do you -- can you tell me what those 17 changes were? 18 A. No. But I imagine that formulation was 19 not precise enough, and Mr. Murphy added a number 20 of precise points to show -- to really show it was 21 ours. 22 Q. Okay. Who prepared the document that is</p> <p>Page 148 14:47:53       14:48:12       14:48:53       14:49:19       14:49:42</p>
<p>1 BY MR. STEWART: 2 Q. Okay. 3 A. For me, there was no doubt we were in 4 agreement. 5 MR. STEWART: Yes, we're going to do 6 this. 7 BY MR. STEWART: 8 Q. Mr. Leduc, I warned you that I was going 9 to try to ask some questions about a meeting that I 10 believe took place in April of 1998. And to help 11 us, I'd like to have marked as the next exhibit a 12 fax by Adolfo de Basilio dated April 6, 1998. 13 MR. STEWART: This will be 18? 14 (Nodded affirmatively.) 15 MR. STEWART: Thank you. 16 (Leduc Deposition Exhibit No. 18 was 17 marked for Identification.) 18 MR. BOSTWICK: Always -- it looks like 19 we're -- no, okay. We're okay. Pardon me. 20 BY MR. STEWART: 21 Q. Do you recognize Mr. -- Mr. de Basilio's 22 fax to you in the attached document?</p>	<p>Page 147 14:46:12       14:46:23       14:46:35       14:47:14       14:47:40</p> <p>1 on page 3263? 2 A. I don't know. Perhaps Roseline, perhaps 3 Adolfo, maybe another legal person. 4 Q. Okay. You see that there is a 5 certification by Clemente Gonzales Azpeita on 6 behalf of Laboratorios Belmac, and by James R. 7 Murphy on behalf of Bentley Pharmaceuticals, Inc.; 8 is that correct? 9 A. Yes. 10 Q. And the first paragraph says, "Ethypharm 11 S.A. (Spain), quote, (Ethypharm), end quote, has a 12 manufacturing agreement with Laboratorios Belmac 13 S.A for manufacturing Omeprazole pellets and a 14 certain number of other products developed by 15 Ethypharm in Laboratorios Belmac S.A.'s plant in 16 Zaragoza." 17 Is this a true statement? 18 A. Yes. 19 Q. Did Ethypharm have a manufacturing 20 agreement with Bentley? 21 A. Definitely, yes. Since we were in 22 agreement on the principle of this strategy with</p> <p>Page 149 14:49:58       14:50:34       14:50:58       14:51:32       14:51:55</p>

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<p>Page 150</p> <p>1 Murphy, with Bentley, and what was missing was that 14:52:21</p> <p>2 final signed agreement. But as for us, we kept</p> <p>3 working as if we didn't have it and it was</p> <p>4 upsetting. But clearly, we had a verbal agreement</p> <p>5 and discussions for many years and you keep working 14:52:45</p> <p>6 with this prime work, because my opinion is that we</p> <p>7 had an agreement even if it was not formalized.</p> <p>8 Q. Okay. The next sentence,</p> <p>9 "Laboratorious Belmac S.A. is audited regularly by</p> <p>10 Ethypharm to assure that GMP are followed under 14:53:09</p> <p>11 Ethypharm's Q.A. requirements."</p> <p>12 Is that a true statement?</p> <p>13 A. Yes.</p> <p>14 Q. Was Bentley Pharmaceuticals ever audited</p> <p>15 by Ethypharm? 14:53:40</p> <p>16 A. But why do you want to audit something</p> <p>17 other than a plant which produces? Bentley did not</p> <p>18 have to be GMP. Bentley, for me, is like my</p> <p>19 headquarters in Saint Cloud, as the place where</p> <p>20 decisions are made, not the place where products 14:54:14</p> <p>21 are made.</p> <p>22 Q. Okay. Laboratorious Belmac had a plant</p>	<p>Page 152</p> <p>1 A. No. 14:55:45</p> <p>2 Q. And so the answer to my question, did</p> <p>3 Ethypharm ever audit Bentley Pharmaceuticals, the</p> <p>4 answer is no?</p> <p>5 A. One doesn't have to ask discretion when 14:56:16</p> <p>6 you -- when one talks about the pharmacy and knows</p> <p>7 what it's about. Manufacturing is not an office.</p> <p>8 Q. And so it may be perfectly evident to</p> <p>9 you, but just to make sure that everyone</p> <p>10 understands, that Ethypharm never audited Bentley 14:56:37</p> <p>11 Pharmaceuticals?</p> <p>12 MR. BOSTWICK: Object as asked and</p> <p>13 answered.</p> <p>14 MR. STEWART: No, it hasn't been</p> <p>15 answered. 14:56:50</p> <p>16 THE WITNESS: It's as if you ask me, Is</p> <p>17 it true that you have never killed somebody in</p> <p>18 Russia, as much relations?</p> <p>19 You cannot have notice of something that</p> <p>20 does not exist. 14:57:22</p> <p>21 So why would you want me to answer this</p> <p>22 type of question? It does nothing to edit.</p>
<p>Page 151</p> <p>1 in Zaragoza. Correct? 14:54:24</p> <p>2 And --</p> <p>3 A. Yes.</p> <p>4 Q. -- Laboratorious Belmac had</p> <p>5 administrative offices in Madrid. Correct? 14:54:29</p> <p>6 A. Yes, I had administrative offices at the</p> <p>7 time in Madrid.</p> <p>8 Q. But you had --</p> <p>9 A. But no plant in Spain.</p> <p>10 Q. -- you had administrative offices as the 14:54:47</p> <p>11 administrator of Ethypharm Spain?</p> <p>12 A. That was the company, Ethypharm Spain,</p> <p>13 that had offices, whether it was where Adolfo de</p> <p>14 Basilio, the people who are dealing with the</p> <p>15 relationships with the ministries. 14:55:14</p> <p>16 Q. Ethypharm --</p> <p>17 A. When I didn't have Claude Dubois or</p> <p>18 Pierre Germain or others, it is true that I had</p> <p>19 some -- some people had seen me sitting in the</p> <p>20 offices over there. 14:55:38</p> <p>21 Q. Did Ethypharm France have offices in</p> <p>22 Madrid?</p>	<p>Page 153</p> <p>1 BY MR. STEWART: 14:57:38</p> <p>2 Q. I have --</p> <p>3 A. Is it true that I did not order the</p> <p>4 plant on the moon? Yes, I never ordered a plant on</p> <p>5 the moon. But if that pleases you, I've never went 14:57:47</p> <p>6 to see what -- what copier, what was -- what was</p> <p>7 the copy -- what was Bentley's copier -- Bentley's</p> <p>8 copier in the United States.</p> <p>9 Q. All right.</p> <p>10 A. (In English) Okay? 14:58:07</p> <p>11 Q. I'll take that answer as agreement that</p> <p>12 you never -- that Ethypharm never audited --</p> <p>13 MR. BOSTWICK: Objection.</p> <p>14 BY MR. STEWART:</p> <p>15 Q. Let's -- we're almost through with 14:58:20</p> <p>16 this -- with this complicated document.</p> <p>17 Can we agree that Bentley -- well, let</p> <p>18 me -- let me withdraw the question.</p> <p>19 Yeah. Can we -- can we agree that</p> <p>20 Bentley did not itself use any machinery that 14:58:48</p> <p>21 belonged to Ethypharm?</p> <p>22 A. Listen, if you want to make a one,</p>

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<p>1 single page of a secrecy agreement talk, this page 2 shows me that when I needed to get in to a major 3 point, which was to protect my know-how, I had to 4 go to Bentley to discuss with Murphy. That's all. 5 Q. Okay. I understand that was your -- 14:59:42 6 that was your -- that is your point. I -- I just 7 want to have a -- I just -- I want to have just a 8 couple of facts cleared up. 9 A. I am at your disposal. 10 Q. Thank you. Bentley Pharmaceuticals, 15:00:06 11 Inc., did not have any machinery of Ethypharm in 12 its facilities in the United States, did it? 13 A. I hope not. 14 Q. Okay. Do you have any reason to think 15 it did? 15:00:24 16 A. No. 17 Q. Okay. 18 MR. BOSTWICK: Shall we take, maybe, a 19 five-minute break? 20 MR. STEWART: Sure. 15:00:34 21 THE VIDEOGRAPHER: The time is 15:00:23. 22 Off the record.</p>	<p>Page 154 14:59:14</p> <p>1 We are sending you, attached, the last 2 letter that we have received from Belmac, 3 concerning which Mr. Perez-Sendino thought that it 4 can break the deadlock in certain matters that we 5 have pending such as: Diltiazem license, 15:13:24 6 et cetera. 7 A. He said, I'm stopping you. The letter. 8 is not here. This is an accompanying letter. 9 Q. And I don't have it. 10 A. What -- what -- what do you want to be 15:13:47 11 said? 12 Q. What I want to -- what I want you to 13 tell me is whether you know what the deadlock -- 14 A. (In English) No. 15 Q. -- is -- is that is referenced here. 15:13:57 16 Okay. 17 A. What I see is that there were ongoing 18 discussions. But if we don't have the letter, what 19 do you want us to do? 20 Q. Okay. What I want, not you to do, but I 15:14:14 21 would ask your counsel if they could look for the 22 letter that is referred to as in Exhibit 19 and</p>
<p>Page 155 15:00:40</p> <p>1 (Whereupon, at 15:00:23 p.m., a recess 2 was taken, and the proceedings resumed at 3 15:10:43 p.m., this same day.) 4 THE VIDEOGRAPHER: On the record. 5 The time is 15:10:43. 15:10:55 6 MR. STEWART: I'd like to mark as the 7 next exhibit a memorandum to Mr. Debrégeas and 8 Mr. Leduc from Adolfo de Basilio, dated June 21, 9 1999. 10 (Leduc Deposition Exhibit No. 19 was 15:11:22 11 marked for Identification.) 12 BY MR. STEWART: 13 Q. Mr. Leduc, following our earlier 14 procedure, let me ask you a question. And if you 15 need to study the document, just let me know. 15:11:55 16 Can you tell me what this letter is 17 referring to? 18 A. This letter says nothing except that 19 Adolfo Herrera was named general director. 20 Q. Okay. Well, let me -- let me read to 15:12:49 21 you the first -- the first sentence that I have in 22 translation.</p>	<p>Page 157 15:14:26</p> <p>1 we'll send you a note on that. 2 MR. BOSTWICK: Okay. Did you get the 3 note about that last one? We did look into the 4 last one from the last deposition. And apparently, 5 the attachments were right behind in sequence. 15:14:34 6 MR. STEWART: They were? 7 MR. BOSTWICK: Yeah. It may not -- in 8 other words -- 9 MR. STEWART: Okay. 10 MR. BOSTWICK: -- my understanding is 15:14:41 11 the way the -- the computers work is sometimes 12 they're not the same document but it's in 13 sequential order -- 14 MR. STEWART: Okay. All right. 15 We'll -- 15:14:53 16 MR. BOSTWICK: -- because the way the 17 electronic -- 18 MR. STEWART: Okay. 19 MR. BOSTWICK: -- form captures them -- 20 MR. STEWART: All right. 15:14:59 21 MR. BOSTWICK: -- but they were in 22 sequential order. That's the way it looks anyway.</p>

40 (Pages 154 to 157)



<p>1 MR. STEWART: All right.</p> <p>2 MR. STEWART: Two more documents.</p> <p>3 Actually -- yeah. Right. Two more documents.</p> <p>4 Okay. The next document is a document</p> <p>5 is a document that has E -- the Bates No. 15:15:27</p> <p>6 EP 005159, Contrato De Licencia, with an</p> <p>7 attachment translation. That'll be Exhibit 20?</p> <p>8 (Nodded affirmatively.)</p> <p>9 MR. STEWART: Okay.</p> <p>10 (Leduc Deposition Exhibit No. 20 was 15:16:01</p> <p>11 marked for Identification.)</p> <p>12 MR. STEWART: And as Exhibit 21, a</p> <p>13 document that is an addendum to the license</p> <p>14 agreement -- addendum number one to the license</p> <p>15 agreement and the supply contract. 15:16:09</p> <p>16 (Leduc Deposition Exhibit No. 21 was</p> <p>17 marked for Identification.)</p> <p>18 (Witness reviews documents.)</p> <p>19 THE WITNESS: There are many pages left</p> <p>20 blank. Is that normal? 15:17:05</p> <p>21 BY MR. STEWART:</p> <p>22 Q. Pages in the original Spanish?</p>	<p>Page 158 15:14:59</p> <p>1 A. French and Spain.</p> <p>2 Q. French and Spain. And this agreement</p> <p>3 was signed by Laboratorios Davur by Mr. Fernando</p> <p>4 Berenguer Zúñiga. Correct?</p> <p>5 A. Yes. Whom I don't know. 15:18:47</p> <p>6 Q. Okay. And Laboratorios Belmac Davur,</p> <p>7 is that a subsidiary of Bentley Pharmaceuticals,</p> <p>8 Inc.?</p> <p>9 A. I imagine.</p> <p>10 Q. Okay. 15:19:25</p> <p>11 A. It's mentioned in Bentley's documents as</p> <p>12 being part of the subsidiaries in Spain.</p> <p>13 Q. Okay. When you say part of Bentley's</p> <p>14 documents, you don't mean -- you don't mean</p> <p>15 Exhibit 20. You mean some other document? 15:19:37</p> <p>16 A. Yes, priced documents, for example.</p> <p>17 Q. Okay. Now did you consider this an</p> <p>18 agreement between Ethypharm France and Ethypharm</p> <p>19 Spain, and on the one hand, and Laboratorios</p> <p>20 Davur on the other? 15:20:00</p> <p>21 A. Yes.</p> <p>22 Q. Did you also consider it an agreement</p>
<p>Page 159 15:17:17</p> <p>1 A. No, in the translation.</p> <p>2 Q. In the -- the translation is a -- is a</p> <p>3 partial translation and it -- it concerns only</p> <p>4 matters which I -- which I don't intend to ask</p> <p>5 about. 15:17:25</p> <p>6 A. (In English) Okay.</p> <p>7 Q. My questions will be quite general with</p> <p>8 regard to this document.</p> <p>9 And the first question is, Do you</p> <p>10 recognize the license agreement, and then you'll 15:17:43</p> <p>11 note that in -- in the -- in Exhibit 20 there's</p> <p>12 also a document which has been translated as Supply</p> <p>13 Agreement.</p> <p>14 A. Yes.</p> <p>15 Q. All right. And does your signature or 15:18:04</p> <p>16 initials appear?</p> <p>17 A. Yes.</p> <p>18 Q. And you signed this license -- this</p> <p>19 licensed agreement on behalf of Ethypharm; is that</p> <p>20 right? 15:18:24</p> <p>21 A. Yes, for both actually.</p> <p>22 Q. For --</p>	<p>Page 161 15:20:12</p> <p>1 between Ethypharm France and Ethypharm Spain on the</p> <p>2 one hand and Bentley Pharmaceuticals, Incorporated,</p> <p>3 on the other?</p> <p>4 A. I consider that is -- that is a license</p> <p>5 agreement on the one hand that concern Ethypharm 15:20:37</p> <p>6 through its Spanish subsidiary, which is mentioned</p> <p>7 which -- because -- because the rights for the</p> <p>8 parties that I mentioned that is the license</p> <p>9 agreement. And for the manufacturing, it's a</p> <p>10 contract jointly between Ethypharm S.A. and 15:21:07</p> <p>11 Laboratorios Davur because, here again, the Davur</p> <p>12 industry is the company that manufacturers with</p> <p>13 plant.</p> <p>14 And, therefore, when the license</p> <p>15 agreement is signed by the mother company, the 15:21:30</p> <p>16 manufacturing is performed by Ethypharm industries,</p> <p>17 which is a subsidiary, which was because now they</p> <p>18 have merged.</p> <p>19 And since I was president of the</p> <p>20 Ethypharm industries, I signed a supply agreement 15:21:53</p> <p>21 with Davur, which was a licensee of Ethypharm</p> <p>22 France through its subsidiary from Spain.</p>

41 (Pages 158 to 161)

<p>1 There's nothing complicated here. Page 162 15:22:16</p> <p>2 That's what everybody does.</p> <p>3 Q. The mother company of Laboratorious</p> <p>4 Davur S.L., Bentley Pharmaceuticals didn't sign</p> <p>5 this agreement. Correct? 15:22:35</p> <p>6 A. Yes.</p> <p>7 Q. And, therefore --</p> <p>8 A. I don't see --</p> <p>9 Q. In other words --</p> <p>10 A. I don't see for what reason they would 15:22:56</p> <p>11 have signed it. There was no transfer of know-how.</p> <p>12 There was no reason.</p> <p>13 Q. And you did not consider Bentley</p> <p>14 Pharmaceuticals, Inc. as a party to this agreement,</p> <p>15 did you? 15:23:19</p> <p>16 A. They didn't need to execute an agreement</p> <p>17 in this particular case, no.</p> <p>18 Q. Okay.</p> <p>19 A. They were -- they were perfectly aware</p> <p>20 but there was no reason to -- there was no reason 15:23:41</p> <p>21 to participate in an agreement for a simple license</p> <p>22 agreement and a simple supply agreement.</p>	<p>1 never -- well, let me withdraw that. Page 164 15:26:34</p> <p>2 Have you seen a Manufacturing Agreement</p> <p>3 between Laboratorious Belmac and Laboratorious</p> <p>4 Ethypharm which in substance is identical to</p> <p>5 Exhibit 22? 15:26:50</p> <p>6 A. I don't think so.</p> <p>7 Q. So this comes as a surprise to you that</p> <p>8 there is such a -- that there's such a document?</p> <p>9 A. No, I'm not surprised at all. Why do</p> <p>10 you want me to -- need to see a document like that? 15:27:41</p> <p>11 It was just to show other people that -- that</p> <p>12 Belmac was authorized -- Ethypharm's customer so</p> <p>13 that they would know that Belmac was authorized to</p> <p>14 manufacture these products, according to the</p> <p>15 process and specifications, yeah. These are very 15:28:02</p> <p>16 normal things that subsidiaries can do, and it's</p> <p>17 just surprising --</p> <p>18 Q. Explain please what you mean --</p> <p>19 MR. BOSTWICK: Excuse me. I don't think</p> <p>20 we just got the last translation. 15:28:22</p> <p>21 THE WITNESS: Surprise. It takes me by</p> <p>22 surprise.</p>
<p>1 Q. Okay. Page 163 15:24:00</p> <p>2 MR. STEWART: Just for the manufacturing</p> <p>3 agreement. Okay.</p> <p>4 MR. MINGOLLA: Okay.</p> <p>5 MR. STEWART: I'd like to mark as the 15:24:47</p> <p>6 next exhibit a Contrato De Fabricación, Belmac</p> <p>7 Bates No. 000548.</p> <p>8 (Leduc Deposition Exhibit No. 22 was</p> <p>9 marked for Identification.)</p> <p>10 MR. STEWART: Okay. And the Cara De -- 15:25:24</p> <p>11 an agreement document titled Contra -- Carta De</p> <p>12 Compromiso De Compra we'll identify as Exhibit 23.</p> <p>13 (Leduc Deposition Exhibit No. 23 was</p> <p>14 marked for Identification.)</p> <p>15 BY MR. STEWART: 15:26:04</p> <p>16 Q. Mr. Leduc, have you seen the</p> <p>17 Manufacturing Agreement before today?</p> <p>18 A. No.</p> <p>19 Q. Have you seen the Letter of Purchase</p> <p>20 Undertaking prior to today? 15:26:25</p> <p>21 A. No.</p> <p>22 Q. And that -- I assume that means that you</p>	<p>1 BY MR. STEWART: Page 165 15:28:29</p> <p>2 Q. Okay. Do you -- do you know who drafted</p> <p>3 Exhibit 22 and Exhibit 23?</p> <p>4 A. (In English) No.</p> <p>5 (Through the Interpreter) No. 15:28:41</p> <p>6 Q. And would you explain what you -- what</p> <p>7 you meant when you said that this Exhibit 22 was</p> <p>8 prepared to be shown to other people -- I believe</p> <p>9 you said customers.</p> <p>10 A. Yes. When you sign the Manufacturing 15:29:13</p> <p>11 Agreement -- no. The first days of product, you</p> <p>12 must announce where -- where it is made, what --</p> <p>13 which plant it is made, under which conditions.</p> <p>14 So you make a very short contract</p> <p>15 without giving all the details of the general 15:29:42</p> <p>16 contract that authorizes that at least the customer</p> <p>17 knows that when he signs supplied contract</p> <p>18 agreement with Ethypharm, and he's going to receive</p> <p>19 products coming from a plant that is not</p> <p>20 Ethypharm's plant, this is made with Ethypharm's 15:30:09</p> <p>21 authorization and according to Ethypharm's</p> <p>22 techniques. And that's as simple as that.</p>

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<p>Page 166 15:30:35</p> <p>1 Q. This document is signed by Adolfo De -- 2 Basilio and Adolfo -- for Ethypharm S.A. Correct? 3 A. Ethypharm Spain, yes. 4 Q. And it's signed by Laboratorious Belmac 5 by Adolfo Herrera? 15:30:55 6 A. Yes. It had to be because it was the 7 manufacturing site. 8 Q. What was the reason that -- let me 9 ask -- let me withdraw that. 10 Was this document -- was this document 15:31:36 11 intended to be submitted to the -- to a -- to a 12 government agency of Spain? 13 MR. BOSTWICK: Which -- which document? 14 MR. STEWART: Exhibit 22. 15 THE WITNESS: I don't know. 15:31:54 16 BY MR. STEWART: 17 Q. Okay. Was this document prepared for 18 so-called administrative reasons? 19 MR. BOSTWICK: Objection. Vague. 20 THE WITNESS: I imagine but I don't know 15:32:16 21 exactly the reason why it was prepared. I don't 22 know.</p>	<p>Page 168 15:33:49</p> <p>1 Q. Here? Okay. 2 A. Yes. 3 Q. Is it customary to show a customer the 4 terms of price between Ethypharm and a -- between 5 Ethypharm and a supplier of product? 15:34:05 6 A. It depends. It can be a negotiation 7 technique. But if it's the tax authorities that 8 ask you where to transfer price between France and 9 Spain, yeah, then -- then it's an indication. But 10 again, my answer is really sincere. I don't -- I 15:34:43 11 don't know why that was made. 12 Q. Was the -- was the agreement -- was -- 13 I'm referring now to the Letter of Purchase 14 Undertaking. 15 A. It looks like more like the final 15:35:26 16 negotiation to set forth a price for year 2000. 17 Q. And does it appear to you that this is 18 the -- let me -- let me withdraw that. 19 Does it appear to you that this was the 20 price that was agreed upon between Ethypharm Spain 15:35:49 21 and Laboratorious Belmac? 22 MR. BOSTWICK: Objection. Form.</p>
<p>Page 167 15:32:22</p> <p>1 BY MR. STEWART: 2 Q. Well, was it prepared to set forth the 3 terms of the manufacturing relationship between 4 Ethypharm Spain and Laboratorious Belmac? 5 MR. BOSTWICK: Objection. Form. 15:32:48 6 THE WITNESS: Not to set forth terms but 7 there is a transfer price that is indicated. It'd 8 be just for tax reasons, for balance sheet reasons, 9 transfer price or simply discussions with 10 customers. I, frankly, have no idea of the 15:33:13 11 intended recipient. 12 BY MR. STEWART: 13 Q. And my apologies if I've asked you this 14 question. Have you seen Exhibit 23, the Carta de 15 Compromiso De Compra today? 15:33:26 16 MR. BOSTWICK: Objection. Asked and 17 answered. 18 THE WITNESS: Yes, I just saw it. Yes, 19 I saw it. 20 BY MR. STEWART: 15:33:43 21 Q. When did you first see this document? 22 A. Here.</p>	<p>Page 169 15:36:05</p> <p>1 THE WITNESS: It's likely. The price in 2 itself had to be set forth. The translation had to 3 be done locally, but the role had been discussed 4 with Bentley. At least the intention was to split 5 the margins and, therefore, we calculate the 15:36:41 6 payment price by -- from Spain and its customers. 7 BY MR. STEWART: 8 Q. Did you discuss the margins with 9 Bentley? 10 A. The principal of the way to be 15:37:17 11 compensated for both, yes. 12 Q. How about the actual numbers? 13 A. No. No, since it was a split margin or 14 royalties you had to calculate the final price so. 15 And then all the adjustments and all costs were 15:37:52 16 made locally. 17 Q. And who -- who were the ones who did all 18 the adjustments locally? 19 A. The two financial directors. 20 Q. And who were those? 15:38:10 21 A. For us it was Igonet, for a long time. 22 And on that side, I don't know.</p>

43 (Pages 166 to 169)

<p>1 Q. You've told us that you believed that 2 the agreement regarding the manufacture of 3 Omeprazole was between Ethypharm on the one hand 4 and Bentley on the other. 5 Is that your testimony? 15:38:52 6 A. No. Like I said, Ethypharm needed a 7 plant in Spain to manufacture several products, not 8 Omeprazole, to be comfortable with the fact that 9 the Spanish plant could be approved to be GMP -- 10 no, to be -- to be accredited to the GMP. And that 15:39:36 11 we didn't have any problem or security of the 12 know-how, so to work with people with whom we had 13 the legal security. 14 So that's an agreement that is related 15 only to Omeprazole. That is to say the Ethypharm 15:40:06 16 plant that was with BASF, and that really didn't 17 cause any problem, would change, would go to 18 somebody else. And that's why we discussed with 19 Juan Puni (phonetic), who said -- who just happened 20 to have a friend in Oymathal (phonetic), that would 15:40:33 21 be -- that would be interested in that and this 22 happens that Oymathal was acquired by Bentley after</p>	<p>Page 170 15:38:33 1 with -- at that time it was -- there were two 15:43:39 2 people, I imagine, Eric Igonet and Pierre Germain. 3 Q. Do you know whether he did so? 4 A. No. 5 Q. No? 15:43:57 6 A. No. 7 Q. Do you know whether either Pierre 8 Germain or Eric Igonet ever considered adding 9 Bentley Pharmaceuticals, Incorporated, as a party 10 to the Manufacturing Agreement? 15:44:10 11 MR. BOSTWICK: Objection. Speculation. 12 THE WITNESS: I don't see why they would 13 have considered it. For these type of things, you 14 didn't have to add it. 15 BY MR. STEWART: Okay. Let me mark as the next 15:44:37 16 couple of exhibits contracts, the Exhibit 24, a 17 contract for Vincamina Microgranulos. 18 (Leduc Deposition Exhibit No. 24 was 19 marked for Identification.) 20 MR. STEWART: Exhibit 25, Indometacine 15:45:28 21 Microgranules. 22 (Leduc Deposition Exhibit No. 25 was</p>
<p>1 that. And that -- that value of the Ethypharm 2 company that is essentially its technology and its 3 product we could continue working with the people 4 who had the morality and the manufacturing 5 security, which was the case with BASF and 15:41:05 6 Onkudline (phonetic.) 7 Q. Well, are you aware of any written 8 agreement between Bentley pharmaceuticals, 9 Incorporated, and Ethypharm for the manufacturer of 10 Omeprazole and other Ethypharm products? 15:41:25 11 MR. BOSTWICK: Objection. Vague. 12 THE WITNESS: The general -- the general 13 agreement was not -- there was for many years that 14 this verbal agreement, but the final general 15 agreement was never signed. 15:42:13 16 BY MR. STEWART: 17 Q. Did you ever -- did you ever offer to -- 18 let me withdraw that. 19 Before -- before Adolfo de Basilio 20 signed Exhibit 23 for Ethypharm Spain, did he need 15:43:07 21 approval from anyone at -- at Ethypharm France? 22 A. He probably had to speak about it</p>	<p>Page 173 15:45:39 1 marked for Identification.) 2 MR. STEWART: And Exhibit 26, Piroxicam 3 Microgranules. 4 (Leduc Deposition Exhibit No. 26 was 5 marked for Identification.) 15:46:00 6 MR. STEWART: And Exhibit 27, Aspirine 7 Microgranules. 8 (Leduc Deposition Exhibit No. 27 was 9 marked for Identification.) 10 BY MR. STEWART: 15:46:42 11 Q. And Mr. Leduc, have you seen these 12 manufacturing contracts prior to today? 13 A. No. 14 Q. Okay. Do you know who prepared these 15 agreements? 15:46:59 16 A. Unlikely, directly in that way -- 17 Q. Okay. 18 A. -- which is normal by the Spanish 19 subsidiary. 20 Q. All right. I have the -- this question 15:47:23 21 with respect to Exhibit 22 as well as Exhibits 24, 22 through 26.</p>

44 (Pages 170 to 173)

<p>1 A. (In English) Yeah.</p> <p>2 Q. To your understanding was there anything</p> <p>3 that, as of a legal nature, that would have</p> <p>4 prevented Ethypharm S.A. Spain from or Ethypharm</p> <p>5 France from insisting that the agreement be also 15:48:09</p> <p>6 signed by Bentley Pharmaceuticals, Inc.?</p> <p>7 A. Why would we have asked them to sign</p> <p>8 that. It was Bentley that was manufacturing. It</p> <p>9 was Bentley that was telling the Spanish subsidiary</p> <p>10 that was deciding that its Spanish subsidiary could 15:48:54</p> <p>11 manufacture or got into some strategies that were</p> <p>12 set forth by the parent company.</p> <p>13 What was missing was the general</p> <p>14 signed -- written agreement that we would have had</p> <p>15 to have materialized. A verbal agreement is quite 15:49:16</p> <p>16 sufficient, except that when there is a problem</p> <p>17 with the verbal agreement, how can you prove that</p> <p>18 both parties were understanding the same thing?</p> <p>19 Q. That is a problem. All right.</p> <p>20 MR. STEWART: The next is a cover sheet 15:50:09</p> <p>21 from Mr. Gérard Leduc to Mr. Jim Murphy with an</p> <p>22 attached Technology License and Manufacturing</p>	<p>Page 174 15:47:47</p> <p>1 that should have been formalized once and for all. 15:52:31</p> <p>2 And it was covering all the little agreements that</p> <p>3 could have been reached in between. And it is</p> <p>4 something that I sent to stop discussing very</p> <p>5 partial things every time. 15:52:55</p> <p>6 Q. All right. And in your letter you say</p> <p>7 that -- let me -- I withdraw that.</p> <p>8 A. (In English) Mm-hmm.</p> <p>9 Q. Was this -- was the -- who -- who</p> <p>10 prepared the draft of the technology license and 15:53:10</p> <p>11 manufacturing agreement?</p> <p>12 A. Essentially myself and Roseline</p> <p>13 Joannesse with probably interventions on some</p> <p>14 questions by Adolf de Basilio, Pierre Germain. She</p> <p>15 was the one there. But the writer wasn't Joannesse 15:53:43</p> <p>16 and him supervisor of the writing.</p> <p>17 Q. Okay. Now you've told us the purpose of</p> <p>18 this agreement to collect into one document all of</p> <p>19 the terms that you believe should have existed.</p> <p>20 MR. BOSTWICK: Objection. 15:54:14</p> <p>21 Mischaracterization.</p> <p>22 THE WITNESS: And also for the future,</p>
<p>1 Agreement. 15:50:25</p> <p>2 (Leduc Deposition Exhibit No. 28 was</p> <p>3 marked for Identification.)</p> <p>4 BY MR. STEWART:</p> <p>5 Q. Mr. Leduc, can you tell us -- can we -- 15:51:02</p> <p>6 will you confirm for us that this is a letter</p> <p>7 that -- that this -- that exhibit --</p> <p>8 MR. MINGOLLA: Twenty-eight.</p> <p>9 BY MR. STEWART:</p> <p>10 Q. -- Exhibit 28 contains a letter that you 15:51:17</p> <p>11 wrote to Jim Murphy at Bentley Pharmaceuticals?</p> <p>12 A. Yes.</p> <p>13 Q. And that attached to that letter is a</p> <p>14 proposed Technology License And Manufacturing</p> <p>15 Agreement? 15:51:46</p> <p>16 A. That was the agreement that we had</p> <p>17 discussed in November that should have been sent</p> <p>18 before December. I don't remember what happened.</p> <p>19 That things got a little complicated because</p> <p>20 they're commenting that things are not going as 15:52:20</p> <p>21 planned.</p> <p>22 Once more, it's the general agreement</p>	<p>Page 177 15:54:21</p> <p>1 essentially for the future.</p> <p>2 BY MR. STEWART:</p> <p>3 Q. And the agreement, as drafted by you and</p> <p>4 Roseline Joannesse between, on the one hand,</p> <p>5 Ethypharm S.A. Spain, represented but by its 15:54:31</p> <p>6 president -- oh, sorry -- a company belonging to</p> <p>7 Ethypharm S.A. -- S.A. France represented by</p> <p>8 Patrice Debrégeas. Yes?</p> <p>9 A. Yes.</p> <p>10 Q. And on the other part, Laboratorious 15:55:08</p> <p>11 Belmac accompanied belonging to Bentley represented</p> <p>12 by Jim Murphy. Correct?</p> <p>13 A. Yes.</p> <p>14 Q. Is it your understanding -- however,</p> <p>15 there is no -- this agreement does not purport to 15:55:25</p> <p>16 be between Ethypharm and Bentley Pharmaceuticals</p> <p>17 directly, does it?</p> <p>18 MR. BOSTWICK: Objection. Objection --</p> <p>19 I'm sorry -- to form.</p> <p>20 THE WITNESS: I don't know. You're a 15:55:56</p> <p>21 lawyer. What do you think? I mean, that's not a</p> <p>22 question I'm asking you, but don't you think that</p>

45 (Pages 174 to 177)



<p>1 all four are tied.</p> <p>2 THE VIDEOGRAPHER: Counsel?</p> <p>3 MR. STEWART: Yeah.</p> <p>4 We'll continue this.</p> <p>5 THE VIDEOGRAPHER: This ends tape number 15:56:09</p> <p>6 three of the Leduc deposition.</p> <p>7 The time is 15:55:59. Off the record.</p> <p>8 (Whereupon, at 15:55:59 p.m., the</p> <p>9 videographer replaced the videotape, and the</p> <p>10 proceedings resumed at 15:56:45 p.m., this same 15:56:23</p> <p>11 day.)</p> <p>12 THE VIDEOGRAPHER: On the record with</p> <p>13 tape number four of the testimony of Gérard Leduc</p> <p>14 in the matter of Ethypharm versus Bentley</p> <p>15 Pharmaceuticals. The date is July 15, 2006. The 15:56:53</p> <p>16 time is 15:56:45.</p> <p>17 BY MR. STEWART:</p> <p>18 Q. Mr. Leduc, please turn to page</p> <p>19 EP 002004. Okay.</p> <p>20 A. No problem. I knew it was there. 15:57:27</p> <p>21 Q. And can we agree that the signature</p> <p>22 blocks that appear on page -- on that page 04 --</p>	<p>Page 178 15:56:01</p> <p>1 A. Yes.</p> <p>2 MR. STEWART: Mark as the next -- the</p> <p>3 exhibit, the Termination of the Manufacturing</p> <p>4 Agreement, Exhibit 29.</p> <p>5 (Leduc Deposition Exhibit No. 29 was 15:59:54</p> <p>6 marked for Identification.)</p> <p>7 MR. STEWART: And as term -- and I'd</p> <p>8 like the stenographer to mark as exhibit -- for</p> <p>9 identification as Exhibit 30, a letter of</p> <p>10 November 14th, 2001, providing Notice of 16:00:17</p> <p>11 Termination of the Purchase Commitment letter.</p> <p>12 (Leduc Deposition Exhibit No. 30 was</p> <p>13 marked for Identification.)</p> <p>14 BY MR. STEWART:</p> <p>15 Q. Mr. Leduc, following receipt of the -- 16:00:58</p> <p>16 of these two Notices of Termination, were you</p> <p>17 involved in discussions concerning the relationship</p> <p>18 between Ethypharm and Belmac -- and Laboratorious</p> <p>19 Belmac and Bentley?</p> <p>20 MR. BOSTWICK: Objection. 16:01:20</p> <p>21 Mischaracterization.</p> <p>22 THE WITNESS: Yes.</p>
<p>Page 179 15:57:39</p> <p>1 Ethypharm S.A. by Mr. Patrice Debrégeas, President,</p> <p>2 and for Belmac S.A. by James Murphy, Executive</p> <p>3 Director.</p> <p>4 A. Yes.</p> <p>5 Q. Now were you aware that in November of 15:58:05</p> <p>6 2001 Adolfo Herrera sent a letter to Adolfo de</p> <p>7 Basilio --</p> <p>8 THE INTERPRETER: What's the date?</p> <p>9 MR. STEWART: November 14th.</p> <p>10 BY MR. STEWART: 15:58:39</p> <p>11 Q. -- giving notice of termination of a --</p> <p>12 of the manufacturing contract between Ethypharm</p> <p>13 Spain and Laboratorious Belmac?</p> <p>14 A. Yes, I am aware of that. And actually</p> <p>15 that day there were two simultaneous events. 15:59:08</p> <p>16 Q. Before we get to those simultaneous</p> <p>17 events, were you aware that on the same day Adolfo</p> <p>18 Herrera sent a letter to Adolfo de Basilio --</p> <p>19 A. (In English) Right.</p> <p>20 Q. -- providing notice of termination of 15:59:32</p> <p>21 the purchase commitment letter signed on March 23,</p> <p>22 2000? Okay.</p>	<p>Page 181 16:01:29</p> <p>1 BY MR. STEWART:</p> <p>2 Q. Tell us what you did?</p> <p>3 A. I would like for us to get back to my</p> <p>4 previous remark. At the same time we received the</p> <p>5 termination letter, Jim Murphy and Bentley 16:01:51</p> <p>6 announced to the press -- announced in the press</p> <p>7 release that basically there's a technique for</p> <p>8 Omeprazole and the Omeprazole products at Belmac,</p> <p>9 and introduces that as an important asset for the</p> <p>10 company. 16:02:31</p> <p>11 At that time we began to tell each other</p> <p>12 that we were -- that we were being robbed, getting</p> <p>13 robbed. And we began to look at the state -- the</p> <p>14 status of a relationship with our customers,</p> <p>15 because that was the most important in the first -- 16:03:04</p> <p>16 in the first stage, which the contract could</p> <p>17 sustain true damage, who are unable to deliver.</p> <p>18 And several months later, these people said, Well,</p> <p>19 that's over.</p> <p>20 That since we saw that the Bentley 16:03:49</p> <p>21 company was taking this opportunity to explain that</p> <p>22 they had something really important, we began</p>

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<p>1 seriously to ask the question that would react to</p> <p>2 prevent this misappropriation of the know-how.</p> <p>3       There were two sides. One was our old</p> <p>4 customers and also the Bentley's shareholders.</p> <p>5 That sudden -- that suddenly had the feeling that</p> <p>6 there were -- the owners of microgranule products</p> <p>7 when they never had been.</p> <p>8       So we began to look very seriously again</p> <p>9 at all the files we got in Bentley and Belmac, and</p> <p>10 it's true that I began to work again with the file</p> <p>11 that of which I hadn't been in charge for several</p> <p>12 years.</p> <p>13     Q. Let me show you a -- an e-mail that</p> <p>14 appears from Adolfo de Basilio with -- to -- to you</p> <p>15 and Patrice Debrégeas.</p> <p>16     MR. STEWART: Which -- what -- where are</p> <p>17 we at?</p> <p>18     MR. MINGOLLA: Thirty-one.</p> <p>19     MR. BOSTWICK: Exhibit 31.</p> <p>20       (Leduc Deposition Exhibit No. 31 was</p> <p>21 marked for Identification.)</p> <p>22       (Witness reviews document.)</p>	<p>Page 182 16:04:01</p> <p>16:04:33</p> <p>16:05:01</p> <p>16:05:27</p> <p>16:05:36</p>	<p>1 know?</p> <p>2     A. (In English) I don't know.</p> <p>3       (Through the Interpreter) I don't know.</p> <p>4 Perhaps it was a shareholder but I don't know. I</p> <p>5 don't have the --</p> <p>6     Q. Okay.</p> <p>7     A. -- feeling.</p> <p>8     Q. And was it -- was there any significance</p> <p>9 to the news that -- that Belmac has acquired Viñas</p> <p>10 patent.</p> <p>11       It's V-I-N-A-S.</p> <p>12     A. Well, when you steal something, you</p> <p>13 always say that's -- that's not why -- it's not so</p> <p>14 bad that you stole, you had an agreement through</p> <p>15 the third party.</p> <p>16     Q. So it was your belief that -- that</p> <p>17 Laboratorious Belmac -- I don't understand. I --</p> <p>18 I withdrawal that.</p> <p>19       I don't understand what -- what you --</p> <p>20 what you meant by that.</p> <p>21     A. It's clear. Would you like me to</p> <p>22 repeat?</p>	<p>Page 184 16:08:17</p> <p>16:08:26</p> <p>16:08:37</p> <p>16:09:00</p> <p>16:09:20</p>
<p>1 BY MR. STEWART:</p> <p>2     Q. Have you had a chance to read</p> <p>3 Exhibit 31?</p> <p>4     A. Yes.</p> <p>5     Q. In -- in his e-mail, Mr. de Basilio says</p> <p>6 in the last sentence, "Meeting in their factory</p> <p>7 scheduled for 29 November has been delayed due to</p> <p>8 arrival of Bentley's president. A new date was</p> <p>9 going to be proposed today, hence, I wait for</p> <p>10 comments. The news in the market say that for</p> <p>11 Lansoprazole Belmac has acquired Viñas patent.</p> <p>12 Keep in mind that teva is inside Belmac."</p> <p>13       What was the meeting that was -- that</p> <p>14 Mr. de Basilio was referring to in that sentence?</p> <p>15     A. I don't know.</p> <p>16     Q. Okay. Do you know what he meant by the</p> <p>17 phrase, "Keep in mind that teva is inside Belmac"?</p> <p>18     A. It's one of the important customers of</p> <p>19 Ethypharm.</p> <p>20     Q. Okay. And what did he mean that "teva</p> <p>21 is inside Belmac"?</p> <p>22       You're shaking your head. You don't</p>	<p>Page 183 16:06:20</p> <p>16:06:33</p> <p>16:07:08</p> <p>16:07:48</p> <p>16:08:07</p>	<p>1     Q. I think I would.</p> <p>2     A. When you take something that does not</p> <p>3 belong to you, one of the excuses that you try to</p> <p>4 find is that you acquired that from a third party.</p> <p>5     Q. So you're -- you're -- are you saying</p> <p>6 that the -- that the news in the market that for</p> <p>7 Lansoprazole Belmac has acquired Viñas patent --</p> <p>8     MR. BOSTWICK: No. Wait.</p> <p>9 BY MR. STEWART:</p> <p>10     Q. -- was --</p> <p>11     MR. BOSTWICK: Well, wait a minute.</p> <p>12     MR. STEWART: No, that wasn't it.</p> <p>13     MR. BOSTWICK: It's half the question.</p> <p>14 BY MR. STEWART:</p> <p>15     Q. -- was an excuse to cover Belmac from</p> <p>16 charges that it had taken Ethypharm's technology?</p> <p>17     A. In any case, that's the way to explain</p> <p>18 what Belmac was doing with the Lansoprazole, which</p> <p>19 was to propose the product to third parties.</p> <p>20     Q. Okay.</p> <p>21     MR. STEWART: Let me have marked as the</p> <p>22 next exhibit, a letter dated February 1, 2002, to</p>	<p>Page 185 16:09:32</p> <p>16:09:53</p> <p>16:10:17</p> <p>16:10:19</p> <p>16:11:07</p>

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<p>1 Adolfo Herrera. It appears to be signed by Patrice 2 Debrégeas and Mr. Leduc. 3 Thirty-two. 4 (Leduc Deposition Exhibit No. 32 was 5 marked for Identification.) 6 (Witness reviews document.) 7 BY MR. STEWART: 8 Q. That's your signature on Exhibit 32. 9 Correct? 10 A. Yes. 11 Q. Why were you writing to Mr. Herrera 12 instead of, for example, Mr. Murphy? 13 A. He's the one who had sent the 14 termination letter. 15 Q. The -- this -- this first sentence of 16 your letter, Exhibit 32, says, We have received, 17 through Adolfo de Basilio, a copy of your letter 18 dated January 2, 2002, addressed to our subsidiary 19 Ethypharm S.A. in Spain. 20 Now Mr. Herrera's termination letter was 21 sent in November -- 22 A. (In English) Right.</p>	<p>Page 186 16:11:28 16:11:36 16:12:36 16:12:54 16:13:30 16:13:37 16:13:47 16:14:08 16:14:57 16:15:26</p> <p>1 the previous answer.)- 2 BY MR. STEWART: 3 Q. Mr. Leduc, does this letter refresh your 4 recollection that the meeting occurred on 5 February 21, 2002? 6 A. No. To refresh my memory, I see that 7 actually it had -- it occurred, from what I wrote. 8 I don't have a recollection of this meeting, and I 9 don't know if I was there. However, I can say the 10 problem at the time was to -- except the fact that 11 some customers had ongoing orders, and the 12 agreement, since it had been resonated rightly or 13 wrongly, that's another story, that we had 14 obligations with respect to these customers, and we 15 had to find ways not to have cancellation of 16 contracts and legal penalties for breach of 17 contract. If we were to finalize these orders, we 18 had to have an agreement to authorize Belmac to 19 question -- to continue manufacturing during that 20 period. 21 Q. Okay. Do you recall a meeting at any 22 time after -- at any time in the spring of 2002</p> <p>Page 188 11:47:24 16:15:59 16:16:43 16:17:22 16:18:02</p>
<p>1 Q. -- of 2001. Correct? 2 A. Yes. 3 Q. Okay. Do you know what -- what the 4 letter is that is -- do you -- do you have in mind 5 the letter of January 2nd, 2002? 6 A. No. 7 Q. Is it fair to say that the -- there was 8 correspondence with Mr. Herrera which resulted in a 9 meeting on February the -- on February the 8 -- 10 February the 21st? 11 A. Maybe that's what the letter was asking. 12 I don't know if this meeting occurred at this -- at 13 that moment but we were requesting a meeting. 14 MR. STEWART: Okay. So let's have 15 marked as the next exhibit, a letter from Mr. Leduc 16 to Mr. Herrera dated March 21, 2002. 17 (Leduc Deposition Exhibit No. 33 was 18 marked for Identification.) 19 MR. STEWART: While Mr. Leduc is looking 20 at Exhibit 33, can I have his last answer back, 21 please. 22 (Whereupon, the court reporter read back</p>	<p>Page 187 16:13:37 16:13:47 16:14:08 16:14:57 16:15:26</p> <p>1 where Mr. Murphy was present? 2 A. No. What I remember is that there was a 3 meeting with -- with an American attorney Larry 4 Meyer. 5 Q. Was that an attorney that you had hired? 6 A. Yes. With Herrera and a third person, 7 whose name I don't have anymore, to get -- to get 8 the status of on damages that we were incurring 9 outside the Spanish territory. You too, Bentley 10 and Belmac swore to continue manufacturing 11 products from the know-how that we had transmitted 12 to them. 13 Q. Was Roseline Joannesse also at that 14 meeting? 15 A. Yes. 16 Q. And what did -- and obviously you were 17 there as well? 18 A. Yes. I may not have attended the whole 19 meeting but -- but most of it. 20 Q. Okay. Would you tell me as best you -- 21 as you can recollect whose -- who said what at the 22 meeting?</p> <p>Page 189 16:18:13 16:18:37 16:19:26 16:19:41 16:19:59</p>

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<p>1 A. There was a meeting that lasted  2 relatively -- relatively a long time, in which we  3 indicated clearly that what Belmac wanted to do,  4 because we knew they wanted to continue  5 manufacturing without our agreement, it was  6 something that was not allowed neither by local  7 law, as far as patents were concerned, nor as far  8 as the know-how was concerned, contacts with  9 customers, equipment, and stability, elements of  10 stability for the selection of raw materials.  11 And furthermore, we had an agreement  12 with -- we had agreements with other international  13 companies. And these agreements could be seriously  14 compromised. And, in general, we were incurring  15 considerable prejudice. And that's where I had  16 heard the supra sentence.  17 (In English) If you do something in  18 Spain --  19 (Through the Interpreter) If you do  20 something in Spain, you will get absolutely  21 nowhere. And my advice is to do nothing at all  22 because at any rate you can't do anything.</p>	<p>Page 190  16:20:22    16:20:47    16:21:43    16:22:14    16:22:32</p>	<p>1 manufacturing, and they asked us to leave our  2 machinery, our equipment.  3 Q. He asked you to leave the -- he asked  4 Ethypharm to leave the machine?  5 A. Yes, for -- for a certain amount of  6 time. We said that's certainly a solution, but if  7 you use it to manufacture for yourself, and all  8 that, we are not -- we -- we don't agree. And he  9 told us, no, no, we bought -- we bought the  10 machinery.  11 Q. Well, Mr. Herrera had offered to  12 continue manufacturing Omeprazole and other  13 products for Ethypharm using Ethypharm's machines;  14 did he not?  15 MR. BOSTWICK: Objection.  16 Mischaracterization.  17 THE WITNESS: He even proposed to buy  18 them back.  19 BY MR. STEWART:  20 Q. Okay. And what result -- what was the  21 conclusion on that point?  22 A. The internal conclusion is that they are</p>	<p>Page 192  16:24:25    16:24:37    16:25:00    16:25:24    16:25:31</p>
<p>1 Q. And who -- who made that statement?  2 MR. BOSTWICK: I don't think he's  3 finished.  4 MR. STEWART: I'm sorry.  5 THE WITNESS: And that made me react  6 even faster by saying, Well, then, if you stop  7 threatening me. Who said that? It was neither  8 Ferrian (phonetic) or it was somebody I was seeing  9 for the first time, a Spanish man, whose name was  10 mentioned once. I think like --  11 BY MR. STEWART:  12 Q. Fernando -- Fernando Berenguer?  13 A. Yes.  14 Q. Okay. What did Mr. Herrera say?  15 A. He was saying our intention is not to  16 steal something from you. When you left things,  17 and we will just use what we have developed. We  18 can't keep working because we have a lot of work to  19 do.  20 Nonetheless, we agreed that there were  21 one of two delicate things for which he was -- for  22 which he was trying to see if he could continue</p>	<p>Page 191  16:22:48    16:22:56    16:23:22    16:23:39    16:24:10</p>	<p>1 making fun of us. External conclusion, we have to  2 avoid -- avoid having problems with two or three  3 customers. So let's talk about a small period of  4 time and let's defend -- let's protect our  5 interest.  6 Q. And Ethypharm left its machinery at  7 Laboratorious -- at Laboratorious Belmac for a  8 time; is that right?  9 A. Belmac's argument was the best is to  10 take commissions back during the summer, because  11 during the summer we stop, and then we'll have time  12 to organize things. Then we knew that they were  13 continuing to manufacture without process and  14 exactly the same formulation without changing the  15 formulation for themselves.  16 Q. When did the machinery get removed?  17 A. I don't know but I think it was during  18 the closing time, maybe in August, or I don't know.  19 Q. In August of what year?  20 MR. BOSTWICK: Objection. Asked and  21 answered.  22 THE WITNESS: I don't remember which</p>	<p>Page 193  16:25:44    16:26:13    16:26:33    16:26:57    16:27:25</p>

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<p>1 year that is, what year when we stopped.</p> <p>2 MR. STEWART: Okay.</p> <p>3 Please mark a -- well, it appears to be</p> <p>4 a draft contract with some revisions</p> <p>5 Ethypharm 8593. 16:27:51</p> <p>6 (Leduc Deposition Exhibit No. 34 was</p> <p>7 marked for Identification.)</p> <p>8 (Witness reviews document.)</p> <p>9 THE WITNESS: (In English) Uh-huh.</p> <p>10 BY MR. STEWART: 16:28:55</p> <p>11 Q. Okay. Do you recognize this document?</p> <p>12 A. Yes.</p> <p>13 Q. And what is it, please?</p> <p>14 A. It was a document that was prepared to</p> <p>15 allow continuation for certain time, in spite of 16:29:16</p> <p>16 the contract termination, for manufacturing and</p> <p>17 supply of the five or six products that we're</p> <p>18 concerned by the manufacturing in Spain. That is</p> <p>19 to say Indometacin, Piroxican, Aspirine, and</p> <p>20 Lansoprazole. 16:29:46</p> <p>21 Q. Who prepared the original draft of the</p> <p>22 agreement?</p>	<p>Page 194 16:27:35</p> <p>1 this agreement ever signed? 16:31:41</p> <p>2 A. I don't know.</p> <p>3 Q. Okay. Finally -- well, I hope finally.</p> <p>4 (Laughter.)</p> <p>5 MR. BOSTWICK: You've got everybody's 16:31:59</p> <p>6 hopes up.</p> <p>7 MR. STEWART: I know. Actually, maybe,</p> <p>8 I should withdraw that.</p> <p>9 MR. BOSTWICK: I say that in every</p> <p>10 translation. 16:32:04</p> <p>11 MR. STEWART: I get my own hopes up.</p> <p>12 MR. BOSTWICK: He withdrawals it.</p> <p>13 (Laughter.)</p> <p>14 BY MR. STEWART:</p> <p>15 Q. Ethypharm brought suit against 16:32:20</p> <p>16 Laboratorios Belmac in the commercial court in</p> <p>17 Spain; is that correct?</p> <p>18 A. I don't know if it's right to say</p> <p>19 commercial court in Spain, because in Europe, all</p> <p>20 problems are both commercial and penal -- 16:32:51</p> <p>21 Q. Well, let me --</p> <p>22 A. -- or it's just real property.</p>
<p>Page 195 16:30:04</p> <p>1 A. I think it was the Madrid attorney</p> <p>2 Perez-Sendino.</p> <p>3 Q. Who was he employed by?</p> <p>4 A. It's an external, it's an outside law</p> <p>5 firm. 16:30:19</p> <p>6 A. You mentioned him earlier.</p> <p>7 Q. Mm-hmm. Ah. Okay. Was it -- was it</p> <p>8 done -- was the document prepared by the attorney</p> <p>9 for Laboratorios Belmac or the attorney for</p> <p>10 Ethypharm? 16:30:33</p> <p>11 A. For Ethypharm.</p> <p>12 Q. For Ethypharm. Okay. And let me see if</p> <p>13 I can get the name of that attorney.</p> <p>14 Was the attorney -- was the attorney</p> <p>15 Javier Santos? 16:31:16</p> <p>16 A. (In English) No, no.</p> <p>17 Q. No? How about Mr. Perez-Sendino?</p> <p>18 A. Yes, he's a Madrid attorney.</p> <p>19 Q. He's a?</p> <p>20 A. He's a Madrid attorney. 16:31:34</p> <p>21 Q. He's a Madrid attorney. Okay.</p> <p>22 And was a final draft -- a final copy of</p>	<p>Page 197 16:32:57</p> <p>1 Q. Why don't we let it go. Why don't we --</p> <p>2 why don't we put -- I'll leave it at this.</p> <p>3 Did Ethypharm bring a lawsuit --</p> <p>4 Ethypharm bring a lawsuit in Spain against</p> <p>5 Laboratorios Belmac? 16:33:09</p> <p>6 A. If you want to be precise, the question</p> <p>7 should be, Did Ethypharm bring suit against -- for</p> <p>8 a patent counter --</p> <p>9 Q. Infringement.</p> <p>10 THE INTERPRETER: Infringement? 16:33:33</p> <p>11 MR. STEWART: The patent infringement.</p> <p>12 THE INTERPRETER: Infringement --</p> <p>13 MR. STEWART: Yeah, that's fine.</p> <p>14 THE INTERPRETER: -- against</p> <p>15 Laboratorios Belmac in Spain? 16:33:36</p> <p>16 BY MR. STEWART:</p> <p>17 Q. Oh, I'll take that -- I'll take that</p> <p>18 suggestion.</p> <p>19 A. My answer is yes.</p> <p>20 Q. Yes. And was that Ethypharm -- that was 16:33:43</p> <p>21 Ethypharm France that brought suit against --</p> <p>22 A. The one who brings suit is the owner of</p>

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<p>1 the patent. Page 198 16:33:53</p> <p>2 Q. And that was Ethypharm France. Yes?</p> <p>3 A. Yes.</p> <p>4 Q. What -- what is the status of that</p> <p>5 litigation? 16:33:59</p> <p>6 A. It's ongoing.</p> <p>7 Q. Has any decision been -- been -- been</p> <p>8 made by the court on any substantive matter?</p> <p>9 A. No.</p> <p>10 MR. STEWART: Okay. Okay. That's all I 16:34:20</p> <p>11 have.</p> <p>12 THE WITNESS: As you know, patents are</p> <p>13 only national, so there was no choice. It had to</p> <p>14 be Spain.</p> <p>15 MR. BOSTWICK: Okay. 16:34:36</p> <p>16 MR. STEWART: Now having listened to</p> <p>17 Mr. Leduc's answer, I can say that's all I have.</p> <p>18 MR. BOSTWICK: Okay. Why don't we go</p> <p>19 off the record just for a few minutes.</p> <p>20 THE VIDEOGRAPHER: The time is 16:34:38. 16:34:52</p> <p>21 Off the record.</p> <p>22 (Whereupon, at 16:34:38 p.m., a recess</p>	<p>1 let me show you another document, Exhibit 10, I Page 200 16:45:02</p> <p>2 believe it was.</p> <p>3 A. I've got it.</p> <p>4 Q. And do you remember the -- the questions</p> <p>5 that Mr. Stewart asked you about the meeting in 16:45:23</p> <p>6 November of 2000 with you and Mr. Murphy and</p> <p>7 Mr. Germain at one table and Mr. Liorzou,</p> <p>8 Mr. de Basilio and Mr. Herrera at another table?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. Why were you dealing with 16:45:56</p> <p>11 Mr. Murphy and not Mr. Herrera?</p> <p>12 A. Because he was the one who was making</p> <p>13 the decisions.</p> <p>14 Q. Okay. Did -- based on your experience</p> <p>15 with Bentley and Belmac, could you and Mr. Murphy 16:46:22</p> <p>16 have decided at that table in November of 2000 to</p> <p>17 end the relationship between the companies?</p> <p>18 A. If this had been our intention, yes.</p> <p>19 But we didn't -- we did not discuss that at that</p> <p>20 time. 16:47:00</p> <p>21 Q. Okay. Could Mr. Liorzou,</p> <p>22 Mr. de Basilio, and Mr. Herrera at their -- their</p>
<p>1 was taken, and the proceedings resumed at Page 199 16:34:59</p> <p>2 16:43:05 p.m., this same day.)</p> <p>3 THE VIDEOGRAPHER: On the record. The</p> <p>4 time is 16:43:05.</p> <p>5 EXAMINATION BY COUNSEL FOR THE PLAINTIFFS 16:43:21</p> <p>6 BY MR. BOSTWICK:</p> <p>7 Q. Mr. Leduc, can I have you turn to</p> <p>8 Exhibit 28.</p> <p>9 A. I've got it.</p> <p>10 Q. Okay. And this is a letter from you to 16:43:40</p> <p>11 Mr. Murphy at Bentley in the U.S.; is that correct?</p> <p>12 A. Yes.</p> <p>13 Q. Why did you send this to Mr. Murphy at</p> <p>14 the headquarters Bentley in the U.S.A. rather than</p> <p>15 the subsidiary? 16:44:16</p> <p>16 A. Because the agreements, the important</p> <p>17 discussions, have always been between headquarters.</p> <p>18 Q. And who did you understand had the final</p> <p>19 authority over the relationship between the</p> <p>20 companies? Bentley or Belmac? 16:44:43</p> <p>21 A. Bentley.</p> <p>22 Q. Okay. And I want to take you back to --</p>	<p>1 table have decided to terminate the relationship Page 201 16:47:09</p> <p>2 between the parties and come over and tell you and</p> <p>3 Mr. Murphy that?</p> <p>4 MR. STEWART: Objection. Form.</p> <p>5 THE WITNESS: No, they have absolutely 16:47:30</p> <p>6 no power to do that.</p> <p>7 BY MR. BOSTWICK:</p> <p>8 Q. Okay. Now without -- strike that.</p> <p>9 I want to draw your attention to another</p> <p>10 meeting that you talked about with Mr. Stewart, and 16:47:49</p> <p>11 that is the meeting with Mr. Meyer, and</p> <p>12 Mr. Herrera, and the other gentleman who was from</p> <p>13 Spain.</p> <p>14 A. What was the date? Was that April 2002?</p> <p>15 Q. Well, let me -- just to make sure we're 16:48:21</p> <p>16 talking about the same one, why don't you look at</p> <p>17 Exhibit No. 33.</p> <p>18 THE INTERPRETER: Thirty-three you say?</p> <p>19 MR. BOSTWICK: Yes --</p> <p>20 THE WITNESS: (In English) Okay. 16:48:34</p> <p>21 MR. BOSTWICK: -- 33.</p> <p>22</p>

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<p>1 BY MR. BOSTWICK:</p> <p>2 Q. Well, I believe if you look at the</p> <p>3 second paragraph it says, at the end, "Your draft</p> <p>4 does not reflect all aspects discussed during our</p> <p>5 meeting of February 21st, 2002."</p> <p>6 A. So that's why -- that's -- that is 2002,</p> <p>7 okay.</p> <p>8 Q. Okay. And this is a meeting with</p> <p>9 Mr. Meyer, Ethypharm's lawyer. Correct?</p> <p>10 A. Roseline Joannesse, myself, Adolfo</p> <p>11 Herrera. The -- and -- and what is the name? What</p> <p>12 was it?</p> <p>13 Q. The other person who is from Spain.</p> <p>14 Okay.</p> <p>15 Was Patrice Debrégeas there for all or a</p> <p>16 portion of the meeting?</p> <p>17 A. I don't know precisely, but it's very</p> <p>18 likely that he came from time to time, because it</p> <p>19 was a meeting that lasted a long time. So if he</p> <p>20 was there, I think he would have gone 25 to</p> <p>21 30 percent of the time.</p> <p>22 Q. Okay. Why did Ethypharm bring a U.S.</p>	<p>Page 202 16:48:38</p> <p>1 dealt with between the two headquarters. And as</p> <p>2 far as Ethypharm is concerned, the same thing.</p> <p>3 It's France that was deciding over the strategy and</p> <p>4 the details, where one more time that's what we --</p> <p>5 that's what I said three times.</p> <p>6 It was the Spanish subsidiary that was</p> <p>7 following them. But upon instructions from the</p> <p>8 French headquarters, and on their side it was the</p> <p>9 same thing.</p> <p>10 MR. BOSTWICK: Okay. I don't have any</p> <p>11 further questions.</p> <p>12 MR. STEWART: I have nothing.</p> <p>13 THE VIDEOGRAPHER: This ends tape number</p> <p>14 four and concludes the testimony of Gérard Leduc in</p> <p>15 the matter of Ethypharm versus Bentley</p> <p>16 Pharmaceuticals. The date is July 15th, 2006. The</p> <p>17 time is 16:53:04.</p> <p>18 Off the record.</p> <p>19 (Whereupon, at 4:53 p.m., the videotaped</p> <p>20 deposition was concluded.)</p> <p>21 (Signature not waived.)</p> <p>22</p> <p>Page 204 16:52:25</p> <p>16:52:42</p> <p>16:53:01</p> <p>16:53:07</p> <p>16:53:19</p>
<p>1 lawyer to this meeting rather than a Spanish</p> <p>2 lawyer?</p> <p>3 A. Because the matter in question was the</p> <p>4 matter that had to be dealt with between</p> <p>5 headquarters, and the headquarters of Belmac is</p> <p>6 Bentley in the United States.</p> <p>7 Q. Okay. Did the representatives from</p> <p>8 Laboratorious Belmac call anyone during the</p> <p>9 meeting?</p> <p>10 MR. STEWART: Objection. Form.</p> <p>11 THE WITNESS: Well, that -- I assume</p> <p>12 that there was a deadlock or some kind, some</p> <p>13 important sentence. It's not one time. It's</p> <p>14 several times. They always called Jim Murphy.</p> <p>15 BY MR. BOSTWICK:</p> <p>16 Q. Okay. Throughout your involvement in</p> <p>17 the relationship between Bentley, Belmac, and</p> <p>18 Ethypharm, did you have the understanding that</p> <p>19 Belmac needed the authorization of headquarters</p> <p>20 regarding important aspects of the relationship?</p> <p>21 MR. STEWART: Object. Objection. Form.</p> <p>22 THE WITNESS: Of course, it was always</p>	<p>Page 203 16:50:20</p> <p>1</p> <p>2 ACKNOWLEDGMENT OF DEPONENT</p> <p>3 I, GÉRARD LEDUC, do hereby acknowledge that I</p> <p>4 have read and examined the foregoing testimony, and</p> <p>5 the same is a true, correct and complete</p> <p>6 transcription of the testimony given by me and any</p> <p>7 corrections appear on the attached Errata sheet</p> <p>8 signed by me.</p> <p>9</p> <p>10</p> <p>11 _____</p> <p>12 (DATE) (SIGNATURE)</p> <p>13</p> <p>14</p> <p>15</p> <p>16</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>Page 205 16:53:19</p> <p>16:53:19</p> <p>16:53:19</p>

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<p>1 CERTIFICATE OF SHORTHAND REPORTER - NOTARY PUBLIC <span style="float: right;">Page 206</span></p> <p>2 I, Tristan-Joseph, Registered Professional <span style="float: right;">16:53:19</span></p> <p>3 Reporter, the officer before whom the foregoing</p> <p>4 proceedings were taken, do hereby certify that the</p> <p>5 foregoing transcript is a true and correct record of <span style="float: right;">16:53:19</span></p> <p>6 the proceedings; that said proceedings were taken by</p> <p>7 me stenographically and thereafter reduced to</p> <p>8 typewriting under my supervision; and that I am</p> <p>9 neither counsel for, related to, nor employed by any</p> <p>10 of the parties to this case and have no interest, <span style="float: right;">16:53:19</span></p> <p>11 financial or otherwise, in its outcome.</p> <p>12 IN WITNESS WHEREOF, I have hereunto set my hand</p> <p>13 and affixed my notarial seal this day of</p> <p>14 2006.</p> <p>15 My commission expires: <span style="float: right;">16:53:19</span></p> <p>16 December 30, 2008.</p> <p>17</p> <p>18</p> <p>19 _____</p> <p>20 NOTARY PUBLIC IN AND FOR THE <span style="float: right;">16:53:19</span></p> <p>21 DISTRICT OF COLUMBIA</p> <p>22</p>	<p>1 ERRATA SHEET CONTINUED <span style="float: right;">Page 208</span></p> <p>2 IN RE: ETHYPHARM S.A. FRANCE, and ETHYPHARM <span style="float: right;">16:53:19</span></p> <p>3 S.A. SPAIN Vs. BENTLEY PHARMACEUTICALS, INC.,</p> <p>4 RETURN BY: _____</p> <p>5 PAGE LINE CORRECTION AND REASON <span style="float: right;">16:53:19</span></p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____ <span style="float: right;">16:53:19</span></p> <p>11 _____</p> <p>12 _____</p> <p>13 _____</p> <p>14 _____</p> <p>15 _____ <span style="float: right;">16:53:19</span></p> <p>16 _____</p> <p>17 _____</p> <p>18 _____</p> <p>19 _____</p> <p>20 _____ <span style="float: right;">16:53:19</span></p> <p>21 _____</p> <p>22 _____</p> <p>22 (DATE) (SIGNATURE)</p>
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